
City of Grand Island



Tuesday, July 11, 2006

Council Session Packet

City Council:

**Carole Cornelius
Peg Gilbert
Joyce Haase
Margaret Hornady
Robert Meyer
Mitchell Nickerson
Don Pauly
Jackie Pielstick
Scott Walker
Fred Whitesides**

Mayor:

Jay Vavricek

City Administrator:

Gary Greer

City Clerk:

RaNae Edwards

**7:00:00 PM
Council Chambers - City Hall
100 East First Street**

Call to Order

Invocation - Youth Pastor Micah Salmon, Evangelical Free Church, 2609 South Blaine 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, July 11, 2006

Council Session

Item C1

Recognition of City Employees in the Armed Forces Who Have Been Called to Duty Since 9-11

The Mayor and City Council will recognize the following city employees who have served in the Armed Forces since 9-11:

Jeff McConnell, Police Officer

Joel Hestermann, Police Officer

Bill Luft, Police Officer

Rick Ehlers, Police Officer

Jerry Atwell, Police Sergeant

Danelle Collins, Public Works Administrative Assistant

Mike Wagner, Public Works Street Maintenance Worker

We want to thank these employees for giving of themselves to protect our country and are proud to have such individuals as city employees. Their bravery and dedicated service in fighting for our nation is appreciated by those who enjoy the freedom we know today, remembering "Freedom Isn't Free".

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item E1

**Public Hearing Concerning Acquisition of Utility Easement -
Southwest Corner of Swift Beef Plant, 555 S. Stuhr Road**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 11, 2006

Subject: Acquisition of Utility Easement – Southwest Corner of Swift Beef Plant, 555 S. Stuhr Road

Item #'s: E-1 & G-2

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the Swift Beef Plant, located at 555 S. Stuhr 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

This easement will be used to add a new transformer to facilitate increased electrical load at the Swift Plant. The two tracts as shown on Exhibit A will allow a loop feed from the overhead lines to the underground cables and pad-mounted transformer.

Alternatives

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

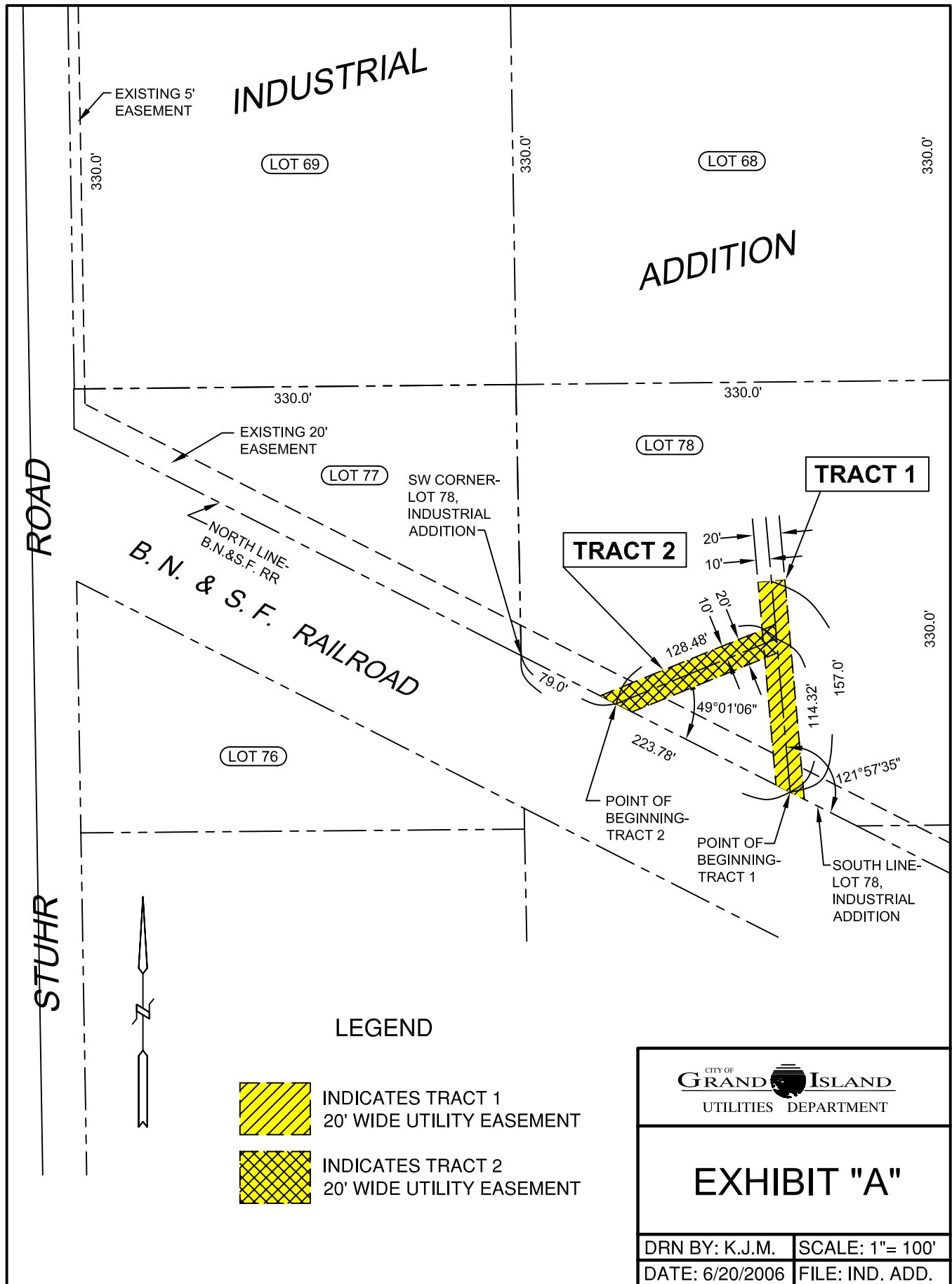
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, July 11, 2006

Council Session

Item F1

**#9053 - Consideration of Deleting Chapter 11 of the Grand Island
City Code Relative to Civil Rights**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, Interim City Attorney

Meeting: July 11, 2006

Subject: City Code Revision to Chapter 11

Item #'s: F-1

Presenter(s): Dale M. Shotkoski, Interim City Attorney

Background

The Mayor, City Council and City Administration established a goal of revising the Grand Island City Code. The City Code Revision Committee has met and has recommended the deletion of Chapter 11, Civil Rights, from the Grand Island City Code.

Discussion

Chapter 11 of the Grand Island City Code pertains to civil rights and the establishment of a Human Rights Commission. The purpose of the commission was to ensure that there shall be no discrimination in the acquisition, ownership, possession or enjoyment of housing throughout the City of Grand Island. Furthermore, the commission was to ensure that all persons be entitled to full and equal enjoyment of public accommodations, facilities and privileges, and to foster and encourage and promote mutual respect and understanding among all individuals in the city and to discourage unlawful conduct and violence in the attainment of the goals of equality and civil rights, housing opportunities and employment within the city.

The State of Nebraska has the Nebraska Equal Opportunity Commission which has nearly identical goals as contained in Chapter 11 of the Grand Island City Code. The State of Nebraska has funded and employed staff to take complaints and deal with civil rights issues as they are received and the state has jurisdiction over any violations of civil rights that would occur within the City of Grand Island. The resources available to the State of Nebraska through the NEOC is far greater than the staff and resources available for 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 deletion of Chapter 11 of the Grand Island City Code.

Sample Motion

Motion to delete Chapter 11 of the Grand Island City Code.

ORDINANCE NO. 9053

An ordinance to repeal Chapter 11 of the Grand Island City Code as now existing pertaining to Civil Rights; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Chapter 11 of the Grand Island City Code is hereby repealed.

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G1

Approving Minutes of June 27, 2006 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 27, 2006

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 June 27, 2006. Notice of the meeting was given in *The Grand Island Independent* on June 21, 2006.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Walker, and Haase. Councilmember Hornady was absent. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Public Works Director Steve Riehle, and Interim City Attorney Dale Shotkoski.

INVOCATION was given by Youth Minister Brian Pielstick, Independent Bethel Baptist Church, 1223 East 6th Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from Harry Lilienthal for Conditional Use Permit for Temporary Mobile Home during Construction of Single Family Dwelling Located at 4419 East Bismark Road. Craig Lewis, Building Department Director reported that Harry Lilienthal had requested a Conditional Use Permit to allow for the temporary placement of a mobile home during the construction of a single family dwelling located at 4419 East Bismark Road. Staff recommended approval for a period not to exceed 18 months. Stephanie Lilienthal, 639 Linden Avenue was in support and present to answer questions. No further public testimony was heard.

Public Hearing on Change of Zoning for Land Proposed for Platting Located North of Bismark Road and East of Stuhr Road from LLR Large Lot Residential to M2 Heavy Manufacturing. Chad Nabity, Regional Planning Director reported that T & S Development was requesting the City make an amendment to the Grand Island Zoning map to change a tract of land located in the SW 1/4 of Section 14-11-09, east of Stuhr Road and north of Bismark Road, consisting of approximately 35.49 acres of land from LLR Large Lot Residential to M2 Heavy Manufacturing. The purpose would allow for the storage of trailers and semi trailers by Grand Island Express, Inc. David Huston, Attorney for T & S Land Development spoke in support. No further public testimony was heard.

Public Hearing on Change to the Grand Island Comprehensive Plan and Future Land Use Map for Property Proposed for Platting as Springdale Subdivision Located South of Lilly Drive and West of North Road from M Manufacturing to LM Low to Medium Density Residential. Chad Nabity, Regional Planning Director reported that Karen J. Bredthauer was requesting the City change the zoning on approximately 14.229 acres of land located in the SE 1/4 NE 1/4 of Section

23-11-19, west of North Road and south of Lilly Drive for the purpose of platting as Springdale Subdivision. Karen Bredthauer, 940 S. North Road spoke in support and was available for questions. No further public testimony was heard.

Public Hearing on Change of Zoning for Land Proposed for Platting as Springdale Subdivision Located South of Lilly Drive and West of North Road from LLR Large Lot Residential to R1 Suburban Density Residential. Chad Nabity, Regional Planning Director reported that this item related to the Public Hearing above to change the Grand Island Comprehensive Plan and Future Land Use Map. Karen Bredthauer, 940 S. North Road spoke in support and was available for questions. No further public testimony was heard.

Public Hearing on Acquisition of Sidewalk Easement Located at 4190 West Capital Avenue. (First United Methodist Church) Steve Riehle, Public Works Director reported that a public easement was needed for the installation of sidewalks adjacent to the First United Methodist Church located at 4190 West Capital Avenue. The church will install sidewalks along the north side of Capital Avenue east of Independence Avenue. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located on the West Side of Capital Trailer Court, East of the Burlington Northern Railroad Tracks and North of Capital Avenue. (Iglesia De Dios Eben-Ezer) Gary Mader, Utilities Director reported that acquisition of a utility easement located west of Capital Trailer Court, east of the Burlington Northern Railroad Tracks and north of Capital Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of the easement would be to reconstruct a three phase overhead power line along the west side of Capital Trailer Court. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located on the West Side of Capital Trailer Park Between 508 and 518 East Capital Avenue. (Ruben and Martha Escandon) Gary Mader, Utilities Director reported that acquisition of a utility easement located west of Capital Trailer Park between 508 and 518 East Capital Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of the easement would be to reconstruct a three phase overhead power line along the west side of Capital Trailer Court. No public testimony was heard.

RESOLUTION:

#2006-177 – Approving Change to the Grand Island Comprehensive Plan and Future Land Use Map for Property Proposed for Platting as Springdale Subdivision Located South of Lilly Drive and West of North Road from M Manufacturing to LM Low to Medium Density Residential. Chad Nabity, Regional Planning Director reported that Resolution #2006-177 related to the change in zoning for Springdale Subdivision and needed to be approved before Ordinance #9052.

Motion by Meyer, second by Whitesides to approve Resolution #2006-177. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCES:

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

#9048 - Consideration of Vacating Utility Easement Located South of State Street and West of Aspen Circle – Lot One (1) KAAAR Subdivision

#9051 – Consideration of Change to Zoning for Land Proposed for Platting Located North of Bismark Road and East of Stuhr Road from LLR Large Lot Residential to M2 Heavy Manufacturing

#9052 – Consideration of Change to Zoning for Land Proposed for Platting as Springdale Subdivision Located South of Lilly Drive and West of North Road from LLR Large Lot residential to R1 Suburban Density Residential

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 first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Gary Mader, Utility Director reported that Ordinance #9048 was to allow the Utilities Department to vacate an easement on Lot One (1) KAAAR Subdivision to allow for construction of parking lot lighting.

Chad Nabity, Regional Planning Director reported that Ordinances #9051 and #9052 related to the Public Hearings held earlier.

Motion by Pielstick, second by Gilbert to approve Ordinances #9048, #9051 and #9052.

City Clerk: Ordinances #9048, #9051 and #9052 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9048, #9051 and #9052 on final passage. All those in favor of the passage of these ordinances 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, Ordinances #9048, #9051 and #9052 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-6 and G-10 were pulled for further discussion. Motion by Pielstick, second by Whitesides to approve the Consent Agenda excluding items G-6 and G-10. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 13, 2006 City Council Regular Meeting.

Approving Minutes of June 20, 2006 City Council Study Session.

Approving Re-Appointments of Karl Kostbahn, Michael Kneale, Sister Mary Frances A. Havel, and the Appointment of Nancy Jones to the Library Board.

#2006-178 – Approving Final Plat and Subdivision Agreement for Springdale Subdivision. It was noted that Karen J. Bredthauer, owner proposed to create 9 lots on a parcel of land located in the SE 1/4 NE 1/4 of Section 23-11-10 consisting of approximately 2.392 acres.

#2006-180 – Approving Change Order No. 1 to the Contract with the Starostka Group Unlimited, Inc. for the UV Disinfection System for the Wastewater Treatment Plant, Project 2004-WWTP-1 for an Increase of \$1,976.75 and a Revised Contract Amount of \$1,881,376.75.

#2006-181 – Approving Acquisition of Utility Easement Located East of the Burlington Northern Railroad Tracks and North of Capital Avenue. (Iglesia De Dios Eben-Ezer)

#2006-182 – Approving Acquisition of Utility Easement Located on the West Side of Capital Trailer Park between 508 and 518 E. Capital Avenue. (Ruben and Martha Escandon)

#2006-184 – Approving Letter of Support for Economic Development Certified Community Program.

#2006-185 – Approving Intent to Issue Bonds to Finance the Law Enforcement Center Construction.

#2006-179 – Approving Acquisition of Sidewalk Easement Located at 4190 West Capital Avenue. (First United Methodist Church) Steve Riehle, Public Works Director answered the question of the distance of the sidewalk setback from the road at Capital Avenue. He stated it was approximately 20 feet from the road.

Motion by Whitesides, second by Walker to approve Resolution #2006-179. Upon roll call vote, all voted aye.

#2006-183 – Approving Contract for Health and Dental Plan Services with Mutual of Omaha, Omaha, Nebraska. Brenda Sutherland, Human Resources Director explained the changes for the Health and Dental Plan Services with Mutual of Omaha. This would be a 3 year contract beginning August 1, 2006. The plan coverage would remain the same with the exceptions of the following: the amount allowed per year per participant for dental insurance would be increased from \$1,000 to \$1,500 and the retire benefit would not be available to those who retire after October 1, 2006. The IBEW union would retain the retiree health insurance until the end of their contract. Ms. Sutherland stated that a wellness program would be implemented in the future.

Discussion was held with regards to the retiree health insurance and the concerns for eliminating this benefit. Stated were the costs associated with this benefit. Ms. Sutherland stated the city is self-insured through Aetna and there were 16 people currently in the retiree health insurance

program as of 2005. The total amount of premiums paid was \$110,351 with claims totaling more than \$796,000.

Motion by Gilbert, second by Walker to approve Resolution #2006-183. Upon roll call vote, Councilmember's Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Walker, and Haase voted aye. Councilmember Meyer voted no. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Harry Lilienthal for Conditional Use Permit for Temporary Mobile Home during Construction of Single Family Dwelling Located at 4419 East Bismark Road. Craig Lewis, Building Department Director reported that this item related to the aforementioned Public Hearing. Staff recommended approval for a period not to exceed 18 months.

Motion by Whitesides, second by Pielstick to approve the request from Harry Lilienthal for Conditional Use Permit. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Haase to approve the Claims for the period of June 14, 2006 through June 27, 2006, for a total amount of \$2,828,106.67. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G2

**#2006-186 - Approving Acquisition of Utility Easement - Southwest
Corner of Swift Beef Plant, 555 S. Stuhr Road**

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-186

WHEREAS, a public utility easement is required by the City of Grand Island, from Swift Beef Company, a Delaware corporation, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on July 11, 2006, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot Seventy Eight (78) Industrial Addition to the city of Grand Island, Hall County, Nebraska, the utility easement and right-of-way being more particularly described as follows:

Tract No. 1:

The centerline of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows: Commencing at the southwest corner of Lot Seventy Eight (78) Industrial Addition to the city of Grand Island; thence southeasterly along the southerly line of said Lot Seventy Eight (78), a distance of two hundred twenty three and seventy eight hundredths (223.78) feet to the Actual Point of Beginning of Tract No. 1; thence deflecting left 121°57'35" and running in a northerly direction, a distance of one hundred fourteen and thirty two hundredths (114.32) feet; thence continuing northerly on the last described course, a distance of forty two and sixty eight hundredths (42.68) feet. The side lines of the above described tract being prolonged or shortened as required to terminate on the boundary of Grantor's property.

Tract No. 2:

The centerline of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as: Commencing at the southwest corner of Lot Seventy Eight (78) Industrial Addition to the city of Grand Island; thence southeasterly along the southerly line of said Lot Seventy Eight (78), a distance of seventy nine (79.0) feet to the Actual Point of Beginning of Tract No. 2; thence deflecting left 49°01'06" and running in a northeasterly direction, a distance of one hundred twenty nine and five hundredths (129.05) feet to a point on the centerline of Tract No. 1. 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 combined total of 0.127 acres, more or less, as shown on the plat dated June 20, 2006, 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 Swift Beef Company, a Delaware corporation, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G3

#2006-187 - Approving Natural Gas Supply Contract Six Month Extension for Power Plants with ONEOK

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

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

Meeting: July 11, 2006

Subject: Approving Gas Supply Contract - Six Month Extension

Item #'s: G-3

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

Background

Until the late '80's, natural gas supply for Grand Island Power Plants was from Kansas Nebraska (KN) Inc., a regulated, vertically integrated natural gas supply and transportation company. In 1989 KN "opened" its pipeline and restructured into a number of separate companies that were originally one, such as, pipeline operation, gas field operation, marketing, etc. Grand Island entered into contract with KN Gas Marketing (KNGM), and a number of other marketing firms who then had access to the gas transmission system. Gas purchases were made monthly by soliciting bids.

However, as gas demand continued to increase during the 90's, supply and availability did not keep pace. Over time the monthly markets became unreliable. On some days, gas supply just went away as Operational Floor Orders were declared on the pipeline. In 1997, the Department solicited bids to firm up its gas supply. KNGM was the low bidder by a substantial margin. KNGM was later sold to ONEOK, an Oklahoma Corporation. ONEOK remains the Utility Department's natural gas supplier. That contract expired June 30, 2006.

The Utilities Department would prefer that the natural gas supply contract not expire immediately before the high use summer period.

Discussion

In order to provide firm natural gas fuel supply for the Department's gas fired power generators thru the peak load summer period, and in order to shift the contract term expiration from the peak use period, the Utilities Department asked the current supplier for a contract extension for firm gas supply service through the remainder of calendar

year 2006 at the 1997 price for firm transmission system capacity reservation. By contract, the Gas commodity price is based on daily indices at the time of use.

ONEOK agreed to the contract extension. Revised Exhibit A is attached with a December 31, 2006 expiration date. All other contract terms remain unchanged. The original contract is available for review in the Legal, City Clerk, and Utility Offices.

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 revised Exhibit A to the Gas Sales Agreement with ONEOK.

Sample Motion

Motion to approve revised Exhibit A to the ONEOK Gas Supply Agreement.

EXHIBIT "A"

GAS SALES AGREEMENT

CONFIRMATION ORDER

Date: June 12, 2006

Superseding X

This Confirmation Order is made a part of and is subject to all terms and conditions set forth in that Gas Sales Agreement dated July 7, 1989, by and between ONEOK Energy Services Company, L.P., formerly known as ONEOK Energy Marketing and Trading Company, L.P., formerly known as ONEOK Texas Gas Marketing, L.P., formerly known as KN Marketing, L.P. and City of Grand Island Utilities Department ("Buyer").

Terms:

1. Order Period: This agreement shall be effective during the period November 1, 2001 through December 31, 2006.
2. Quantity: Up to 6,000 MMBtu per day. However, on certain days, Buyer may request additional volumes above 6,000 MMBtu per day and Seller will deliver if these additional volumes are available. Buyer is not required to purchase any gas.
3. Delivery Point: KMI Meter #041012
4. Price:
 - (A) For volumes up to 6,000 MMBtu per day that are nominated no later than 24 hours prior to delivery under the nomination guidelines below, the price for each MMBtu of gas sold and delivered shall be found in Gas Daily, published by The McGraw-Hill Companies, Inc., under the heading "Oklahoma", for the published trade date which corresponds to the gas flow date (weekends shall be priced using the price on the Friday trade date which is published on the following Monday), and shall be equal to:
 - 1) the highest of the "Midpoint" price for the following "Delivery In" designations: NGPL (Midcont.), Northern (Mid 11), PEPL, or Williams, plus 2) a fuel percentage adder of 3.56%, plus 3) a flat rate adder of \$0.05 per MMBtu.
 - (B) For volumes above 6,000 MMBtu per day that are nominated no later than 24 hours prior to delivery under the nomination guidelines below, the price for each MMBtu of gas sold and delivered shall be the same as (A) above except that the highest of the "Absolute" price shall be used.
 - (C) For any volumes that are nominated with less than 24 hours notice, the price shall be equal to the greater of either (A) or (B) (whichever applies) or the current same day market price as determined by Seller.
 - (D) A monthly demand charge of \$14,600 shall be paid regardless of actual natural gas purchases.

5. Fuel: As shown in Section 4. (A) above, the current fuel rate charged to Buyer is 3.56%. If Kinder Morgan Interstate Gas Transmission (KMIGT) increases the tariff fuel rate above the current fuel rate, the Seller has the option to increase or renegotiate the current fuel rate with Buyer.
6. Nominations: Daily nominations for the volume of natural gas for delivery the next day must be sent by email or by phone to the Seller's designated personnel no later than 8:30 a.m. Central Clock Time (CCT) on the previous day. Daily nominations for the volume of natural gas to be delivered on Saturday through Monday must be received no later than 8:30 a.m. CCT on the previous Friday. For nominations made after the nomination deadline, Seller will use reasonable efforts to make these volumes available. Seller will confirm with Buyer the volume of gas nominated by email or by phone.

Seller

ONEOK Energy Services Company L.P.

By: 

Title: PATRICK J. McDONIE
SR. VICE PRESIDENT

Buyer

City of Grand Island Utilities Department

By: _____

Title: _____

Attest: _____

RESOLUTION 2006-187

WHEREAS, the City of Grand Island currently has an agreement with ONEOK Energy Marketing and Trading Company, L.P. as successor in interest to KN Gas Marketing, Inc. to provide natural gas for Burdick Station; and

WHEREAS, such agreement was scheduled to expire on June 30, 2006; and

WHEREAS, it is recommended that such agreement be extended at the same terms and conditions until December 31, 2006; and

WHEREAS, the proposed Exhibit "A" to such agreement for such contract extension has been reviewed and approved by the Interim City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Exhibit "A" to the agreement with ONEOK Energy Marketing and Trading Company, L.P. is hereby approved to extend the contract until December 31, 2006, for the provision of natural gas for Burdick Station.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute Amendment No. 2 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G4

**#2006-188 - Approving Bid Award for Railroad Track Repair -
Platte Generating Station, Utilities Department**

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

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

Meeting: July 11, 2006

Subject: Railroad Track Repair

Item #'s: G-4

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

Background

The railroad track line entering the Platte Generating Station is used to bring the coal to the power plant. The Union Pacific rail inspector has requested that the curve that starts at the end of the Union Pacific track and crosses Wildwood Drive and a private farm entrance road be rebuilt as the elevation is not correct and the spacing between the rails keeps increasing. Specifications for this track repair were developed by plant staff and issued for bids. This project will restore the track elevation, replace 450 deteriorated ties, return the rails to the correct spacing, and add gage rods to maintain the rail spacing.

Discussion

The specifications for the Railroad Track Repair were issued for bid and responses were received from the following bidders. The Engineer's estimate for this project was \$105,000.00.

<u>Bidder</u>	<u>Bid Price</u>
Railworks Track Systems, Inc., Fremont, NE	\$65,129.00
Trac-Work, Inc., New Century, KS	\$94,097.44

A-American Systems, R & S Track Maintenance, The Rails Company, and United Railroad Services Company did not respond. Judds Brothers Construction Co. declined to bid.

The bid from Railworks is complete and in accordance with the specifications.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the bid to Railworks Track Systems, Inc. from Fremont, Nebraska, as the low responsive bidder, in the amount of \$65,129.00.

Sample Motion

Motion to approve award of Railroad Track Repair to Railworks Track Systems, Inc. in the amount of \$65,129.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 27, 2006 at 11:00 a.m.

FOR: Railroad Track Repair

DEPARTMENT: Utilities

ESTIMATE: \$105,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: June 6, 2006

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Trac-Work, Inc.</u> New Century, KS	<u>Railworks Track Systems, Inc.</u> Fremont, NE
Bid Security:	Fidelity and Deposit Company	Travelers Casualty & Surety Co.
Exceptions:	None	None
Base Bid Price:	\$94,097.44	\$65,129.00

cc: Gary Mader, Utilities Director
Pat Gericke, Utilities Admin. Assist.
Dale Shotkoski, Purchasing Agent

Karen Nagel, Utilities Secretary
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

P1093

RESOLUTION 2006-188

WHEREAS, the City of Grand Island invited sealed bids for Railroad Track Repair, according to plans and specifications on file with the City Clerk; and

WHEREAS, on June 27, 2006, bids were received, opened and reviewed; and

WHEREAS, Railworks Track Systems, Inc. of Fremont, 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 \$65,129; and

WHEREAS, Railworks Track Systems, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Railworks Track Systems, Inc. of Fremont, Nebraska, in the amount of \$65,129 for railroad track repair is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G5

**#2006-189 - Approving Certificate of Final Completion and Setting
BOE Meeting Date for Water Main District 450 and Water Main
District 451**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: July 11, 2006

Subject: Water Main District 450 and Water Main District 451
Circle Drive Area

Item #'s: G-5

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

Background

The two referenced districts were created to serve the existing residents in an area south of Stolley Park Road and west of Blaine Street, in south central Grand Island, including parts of Stewart Place Subdivision; Stewart Place 4th Subdivision; and Elmer's Subdivision.

Water Main District 450 was created at the request of the property owner to serve a high density multi-family housing development on the east side of Circle Drive, and along Sunny Brooke Road and Stewart Drive. The majority of the properties within the district are under one ownership. Water Main District 451 is located along the westerly portion of Circle Drive. The properties are a combination of single family homes and multiple family units. The two districts were combined under one contract for construction to provide economy of scale on adjacent, connected districts. Attached for reference are copies of the district's plats showing the project area.

Discussion

The construction of both districts was done using the "Assessment District" administration process. This is the standard method used by the City to recoup construction costs when mains are installed at the request of the area property owners in developed areas. The total project cost was \$247,393.77. Of the total, the amount chargeable to Water Main District 450 is \$114,849.54; the amount chargeable to District 451 is \$99,945.50; and the remaining \$32,598.73 is City cost for oversized mains and extending lines to the area.

The calculation of assessments is based on the costs of construction for each district, apportioned equally to the residential structures within each district, adjusted for the number of service lines required. Since the area is a combination of single family homes and duplexes, the method assigned equal value for each domicile (residence in each district), plus the contract price for the service line(s) to each domicile (a duplex may have multiple services depending on the owners needs).

The Water Department will finance the assessment costs for five years. The assessment payment schedule is set up with five annual installments at 7% simple interest on the outstanding balance. The first payment is due 50 days after the Council sets the assessments at the Board of Equalization (BOE) Hearing. Attached for reference are copies of the district's costs, ownership records, and calculated assessments.

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 Council approve the Certificates of Final Completion and set the date of the Board of Equalization as August 8, 2006 to determine benefits and assessments for the properties within the boundaries of Water Main District 450 and District 451.

Sample Motion

Motion to accept the the Certificates of Final Completion for Water Main Districts 450 and 451 and set the date of the Board of Equalization as August 8, 2006.

INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: June 28, 2006
TO: Mayor and Council Members
FROM: Gary R. Mader, Utilities Director

SUBJECT: Water Main District 450

This memo is to certify that Water Main District 450, located in the east side of Circle Drive, and south of Stolley Park Road in the Stewart Place and Stewart Place 2nd Subdivisions, has been fully completed. All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main district has been placed in service.

It is recommended that a Board of Equalization be set for August 8, 2006, to determine the benefits and connection fees for the properties within the boundaries of Water Main District 450.



Gary R. Mader, Utilities Director

GRM/pag

pc:

Dave Springer
Bob Smith
Steve Riehle
Laura Berthelsen
Dave Goosic
Tom Barnes
Yolanda Rayburn

INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: June 26, 2006
TO: Mayor and Council Members
FROM: Gary R. Mader, Utilities Director

SUBJECT: Water Main District 451

This memo is to certify that Water Main District 451, located in the west side of Circle Drive, and south of Stolley Park Road in the Stewart Place Subdivision, has been fully completed. All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main district has been placed in service.

It is recommended that a Board of Equalization be set for August 8, 2006, to determine the benefits and connection fees for the properties within the boundaries of Water Main District 451.



Gary R. Mader, Utilities Director

GRM/pag

pc:

Dave Springer
Bob Smith
Steve Riehle
Laura Berthelsen
Dave Goosic
Tom Barnes
Yolanda Rayburn

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

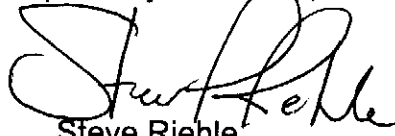
WATER MAIN DISTRICT NO. 450

June 28, 2006

Water Main District No. 450 is located on the east side of Circle Drive, and south of Stolley Park Road in the Stewart Place and Stewart Place 2nd Subdivisions. The work on this main, as certified to be fully completed by Gary R. Mader, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on August 8, 2006, to determine benefits and levy special assessments.

Respectfully submitted,



Steve Riehle,
Public Works Director

WATER MAIN DISTRICT NO. 450

June 28, 2006

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 450 be approved.

I further recommend that the City Council sit as Board of Equalization on August 8, 2006, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek
Mayor

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN DISTRICT NO. 451

June 28, 2006

Water Main District No. 451 is located on the west side of Circle Drive, and south of Stolley Park Road in the Stewart Place Subdivision. The work on this main, as certified to be fully completed by Gary R. Mader, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on August 8, 2006, to determine benefits and levy special assessments.

Respectfully submitted,



Steve Riehle,
Public Works Director

WATER MAIN DISTRICT NO. 451

June 28, 2006

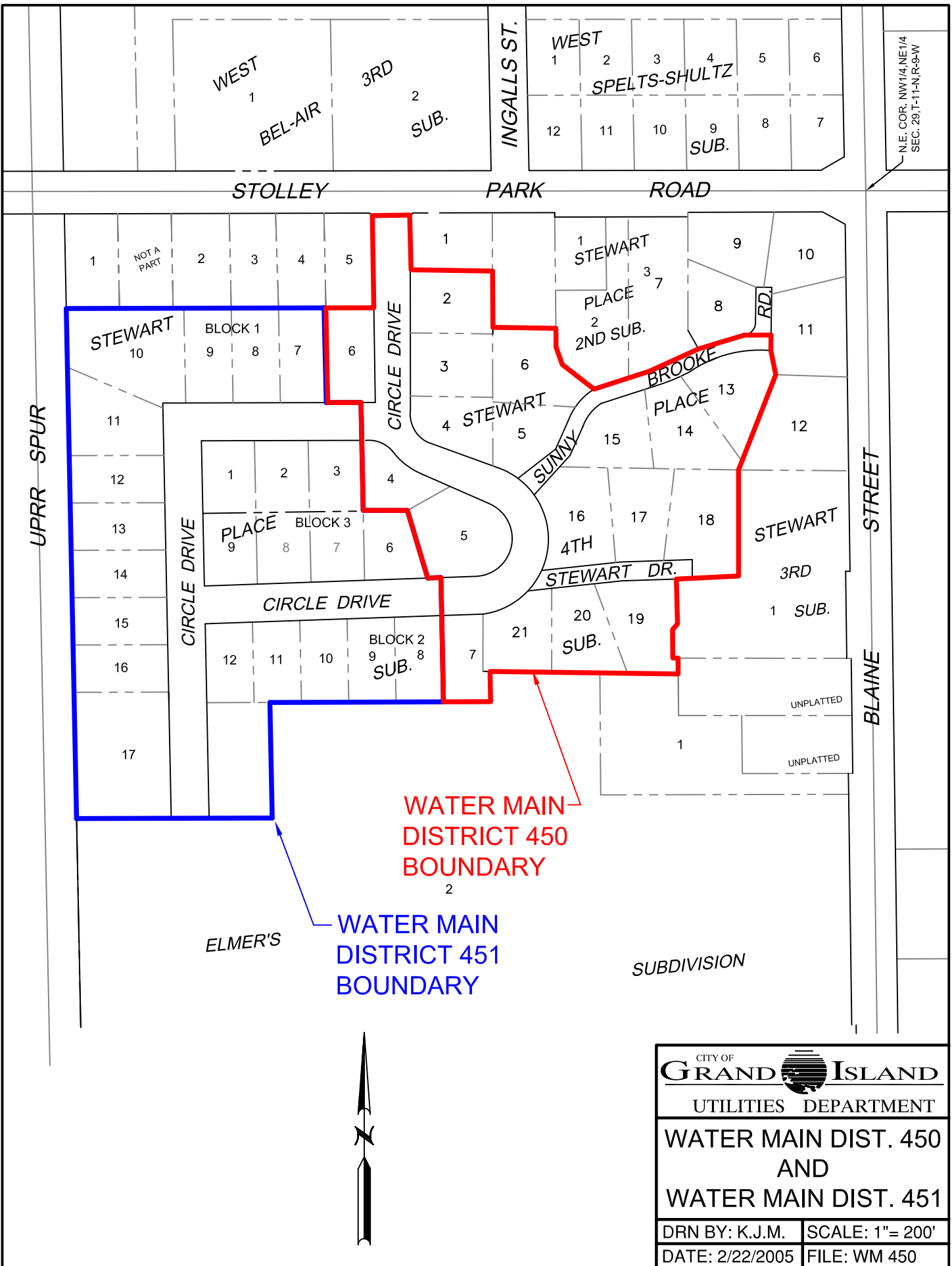
TO THE MEMBERS OF COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 451 be approved.

I further recommend that the City Council sit as Board of Equalization on August 8, 2006, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek
Mayor



MAIN DISTRICT 450 AND 451 ESTIMATE
 Cooke Rod, Stewart Dr, and Circle Dr area
 6/23/2006

Est = 6/30/2005
 Bids = 8/11/2005

		Installed		Bid Unit	Total	STEWART SUB AREA		CIRCLE DRIVE AREA		CITY SHARE - OVER SIZE	
		Quantity		\$\$\$	\$\$\$	DISTRICT 450		DISTRICT 451			
Item	Description					Quantity	Total \$\$\$	Quantity	Total \$\$\$	Quantity	Total \$\$\$
C. 1.01	12"X12"X 6" TAPPING SLEEVE	1.00	EA	1,985.00	1,985.00	0.00	0.00	0.00	0.00	1.00	1,985.00
C. 1.02	8" D.I. PIPE, (S.J.)	1,330.77	LF	23.70	31,539.25	159.89	3,229.68	1,170.88	23,651.87	1,330.77	4,657.70
C. 1.03	8"X 8"X 8" TEE (M.J.)	1.00	EA	255.00	255.00	0.00	0.00	1.00	195.00	1.00	60.00
C. 1.04	8"X 8"X 6" TEE (M.J.)	5.00	EA	240.00	1,200.00	1.00	195.00	4.00	780.00	5.00	225.00
C. 1.05	8"X 90° ELL (M.J.)	1.00	EA	188.50	188.50	0.00	0.00	1.00	141.38	1.00	47.12
C. 1.06	8"X 22 1/2 ELL (M.J.)	2.00	EA	176.60	353.20	2.00	289.00	0.00	0.00	2.00	64.20
C. 1.07	8"X 6" REDUCER (M.J.)	2.00	EA	133.45	266.90	0.00	0.00	0.00	0.00	2.00	266.90
C. 1.08	8" RS GATE VALVE	2.00	EA	975.00	1,950.00	0.00	0.00	2.00	1,425.90	2.00	524.10
C. 1.09	8" RETAINER GLAND	1.00	EA	66.50	66.50	0.00	0.00	1.00	51.10	1.00	15.40
C. 1.10	8" CAP (M.J.)	1.00	EA	107.40	107.40	0.00	0.00	1.00	88.65	1.00	18.75
C. 1.11	6" D.I. PIPE, (S.J.)	1,895.49	LF	20.20	38,288.90	1,117.59	22,575.32	695.12	14,041.32	82.79	1,672.26
C. 1.12	6"X 6"X 6" TEE (M.J.)	7.00	EA	195.00	1,365.00	5.00	975.00	2.00	390.00	0.00	0.00
C. 1.13	6"X 45 ELL (M.J.)	8.00	EA	143.40	1,147.20	5.00	717.00	1.00	143.40	2.00	286.80
C. 1.14	6"X 22 1/2 ELL (M.J.)	5.00	EA	144.50	722.50	5.00	722.50	0.00	0.00	0.00	0.00
C. 1.15	6" CAP (M.J.) W/ 2" TAPPED PLUG	1.00	EA	88.65	88.65	1.00	88.65	0.00	0.00	0.00	0.00
C. 1.16	6" RS TAPPING VALVE	1.00	EA	915.00	915.00	0.00	0.00	0.00	0.00	1.00	915.00
C. 1.17	6" RS GATE VALVE	4.00	EA	712.95	2,851.80	3.00	2,138.85	1.00	712.95	0.00	0.00
C. 1.18	VALVE BOX	7.00	EA	159.25	1,114.75	3.00	477.75	3.00	477.75	1.00	159.25
C. 1.19	FIRE HYDRANT ASSEMBLY COMPLETE	9.00	EA	1,310.00	11,790.00	5.00	6,550.00	4.00	5,240.00	0.00	0.00
C. 1.20	1" WATER SERVICE, COMPLETE	67.00	EA	625.75	41,925.25	32.00	20,024.00	29.00	18,146.75	6.00	3,754.50
C. 1.21	2" WATER SERVICE, COMPLETE	2.00	EA	962.65	1,925.30	2.00	1,925.30	0.00	0.00	0.00	0.00
C. 1.22	THRUST BLOCK	30.00	EA	103.85	3,115.50	19.00	1,973.15	8.00	830.80	3.00	311.55
C. 1.23	6" RETAINER GLAND	1.00	EA	51.10	51.10	1.00	51.10	0.00	0.00	0.00	0.00
C. 1.24	BELL BLOCK	2.00	EA	348.30	696.60	1.00	348.30	1.00	348.30	0.00	0.00
C. 1.25	ROADWAY SAW CUT	1,055.21	LF	2.75	2,901.83	818.78	2,251.65	163.96	450.89	72.47	199.29
C. 1.26	DRIVEWAY SAW CUT	762.74	LF	2.75	2,097.54	102.89	282.94	659.86	1,814.60	0.00	0.00
C. 1.27	REMOVE CURB & GUTTER	26.46	LF	2.40	63.50	26.46	63.50	0.00	0.00	0.00	0.00
C. 1.28	REPLACE CURB & GUTTER	26.46	LF	18.20	481.57	26.46	481.57	0.00	0.00	0.00	0.00
C. 1.29	REMOVE ASPH. / CONC. ROADWAY	838.30	SY	4.25	3,562.78	723.38	3,074.37	80.68	342.89	34.24	145.52
C. 1.30	REPLACE ASPH. / CONC. ROADWAY	838.30	SY	28.00	23,472.40	723.38	20,254.64	80.68	2,259.04	34.24	958.72
C. 1.31	REMOVE ASPH. / CONC. DRIVEWAY	676.05	SY	4.25	2,873.21	286.95	1,219.55	389.10	1,653.66	0.00	0.00
C. 1.32	REPLACE ASPH. / CONC. DRIVEWAY	613.09	SY	28.00	17,166.52	223.99	6,271.80	389.10	10,894.72	0.00	0.00
C. 1.33	REMOVE CONCRETE SIDEWALK	54.72	SF	0.45	24.62	54.72	24.62	0.00	0.00	0.00	0.00
C. 1.34	REPLACE CONCRETE SIDEWALK	54.72	SF	3.00	164.16	54.72	164.16	0.00	0.00	0.00	0.00
C. 1.35	R-O-W SEEDING	900.00	SF	0.40	360.00	0.00	0.00	0.00	0.00	900.00	360.00
CONTRACT AMOUNT					197,077.43	96,369.40		84,080.97		16,627.06	
WATER DEPT MATERIALS					8,771.19	4,839.96		3,871.97		59.26	
PO 2724 - BACKFILL MATERIAL					5,250.00	2,878.29		2,371.71			
PO 2707 - HE CONCRETE					535.00			535.00			
PO 2746 - HE CONCRETE					321.00	321.00					
ENGINEERING / ADMINISTRATION					35,439.15	10,440.89		9,085.85		15,912.41	
PROJECT TOTAL					\$247,393.77	\$114,849.54		\$99,945.50		\$32,598.73	

WMD 450[illegible]

WMD 451

LOT BLK		SUBDIVISION and ADDRESS	DOMICILE	\$3,271.95 \$\$\$	\$625.75 + SERVICE	\$\$\$	TOTAL EST\$
W 66'	7 1	Stewart Place Sub					
E 14'	8 1	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Victor G & Kala D Rojas, H & W 2908 Circle Dr, Grand Island, NE 68801					
W 61'	8 1	Stewart Place Sub					
E 7'	9 1	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Jori Lee & Kimberly Lynn Aden, H & W 2912 Circle Dr, Grand Island, NE 68801					
W 68'	9 1	Stewart Place Sub					
E 6.33'	10 1	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Kent D & Theresa R Engelhardt, H & W 2918 Circle Dr, Grand Island, NE 68801					
W 88'	10 1	Stewart Place Sub					
PT	11 1	Stewart Place Sub; (Duplex 2922 - 2924 Circle Dr)	1	3,271.95	1	625.75	3,897.70
See Document '200205909		Michael R & Jean A Wilson, H & W Co-trustees of the Michael R & Jean A Wilson Revocable Trust 2922 Circle Dr, Grand Island, NE 68801					
PT	10 1	Stewart Place Sub					
PT	11 1	Stewart Place Sub; (Duplex 3002 - 3004 Circle Dr)	1	3,271.95	1	625.75	3,897.70
See Document '200304597		Billy L & Rae Jeanne Barnesberger, H & W 302 Lakeside Drive, Grand Island, NE 68801					
S 23'	11 1	Stewart Place Sub					
N 44'	12 1	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Dianne G & Neal E Kelley, H & W 2106 W Circle Dr, Grand Island, NE 68801					
S 31'	12 1	Stewart Place Sub					
N 38'	13 1	Stewart Place Sub; 2116 S Circle Dr	1	3,271.95	1	625.75	3,897.70
		Norbert M Wenzl, a single person 2116 Circle Dr, Grand Island, NE 68801					
S 37'	13 1	Stewart Place Sub					
N 51	14 1	Stewart Place Sub; (Duplex 2122 - 2124 S Circle Dr)	1	3,271.95	2	1,251.50	4,523.45
		Jerry L & Sharon K Skeen H & W and Roxie I Crist (ea 1/2 undivided interest) 2122 Circle Dr, Grand Island, NE 68801					
S 24'	14 1	Stewart Place Sub					
N 65'	15 1	Stewart Place Sub; (Duplex 2206 - 2208 S Circle Dr)	1	3,271.95	2	1,251.50	4,523.45
		The Starostka Family Trust - Robert L & Rosella M Starostka H & W Trustees 1708 Doreen St, Grand Island, NE 68801					
S 10'	15 1	Stewart Place Sub					
	16 1	Stewart Place Sub					
N 17'	17 1	Stewart Place Sub; (Duplex 2210 - 2212 S Circle Dr)	1	3,271.95	2	1,251.50	4,523.45
		David R & Christine A Starostka H & W, and Danny & Janet Starostka H & W PO Box 5316, Grand Island, NE 68802					
W 150' of S 183'	17 1	Stewart Place Sub; (Duplex 2214-2216, Duplex 2222-2224)	2	6,543.90	4	2,503.00	9,046.90
		D & O Investments PO Box 5316, Grand Island, NE 68802					
	8 2	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Marietta Hofferber a single person & Cyndie L Larson a single person 2811 Circle Dr, Grand Island, NE 68801					
	9 2	Stewart Place Sub					
E 1/2	10 2	Stewart Place Sub; (Duplex 2817 - 2821 Circle Dr)	1	3,271.95	2	1,251.50	4,523.45
		Shirley A Nielsen Revocable Living Trust, Shirley A Nielsen Trustee 2817 Circle Drive, Grand Island, NE 68801					
W 1/2	10 2	Stewart Place Sub					
	11 2	Stewart Place Sub; (Duplex 2905 - 2911 Circle Dr)	1	3,271.95	1	625.75	3,897.70
		John M & Sue L Cook H & W 2905 Circle Dr, Grand Island, NE 68801					
	12 2	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Kelly D Luedtke, a single person 2917 Circle Dr, Grand Island, NE 68801					
	1 3	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Ronald L & Una M Behren 2915 Circle Dr Grand Island, NE 68801					
	2 3	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Wauneta B McGown Trustee of the Wauneta B McGown Living Revocable Trust 2909 Circle Dr Grand Island, NE 68801					
Ex E 2'	3 3	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Kenneth & Sandra Maret H & W 2903 Circle Dr Grand Island, NE 68801					
	6 3	Stewart Place Sub					
E 24'	7 3	Stewart Place Sub; (Duplex 2906 - 2910 Circle Dr)	1	3,271.95	1	625.75	3,897.70
		Bryan D Fiala, a single person 2906 Circle Dr Grand Island, NE 68801					
E 61'	7 3	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Diane J Beran, a single person 2914 Circle Dr Grand Island, NE 68801					
	8 3	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Nancy K Montgomery, a single person 2920 Circle Drive Grand Island, NE 68801					
	9 3	Stewart Place Sub	1	3,271.95	1	625.75	3,897.70
		Alan L Peterson, a single person 2926 Circle Dr Grand Island, NE 68801					
PT See Attached	2	Elmer's Subdivision	2	6,543.90	0	0.00	6,543.90
		Kenneth & Jan Tell H & W Darrold D & Peggy Jo Dannehl H & W 1019 W John St Grand Island, NE 68801					
NUMBER OF DOMICILES			25		29		\$99,945.50

RESOLUTION 2006-189

WHEREAS, the City Engineer and the Utilities Director of the City of Grand Island have issued a Certificate of Final Completion for Water Main District No. 450 and Water Main District No. 451 in the area south of Stolley Park Road and west of Blaine Street in Grand Island, Nebraska, certifying that the Diamond Engineering Company of Grand Island, Nebraska, has completed such projects according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the City Engineer and the Utilities Director recommend the acceptance of the final completions; and

WHEREAS, the Mayor concurs with such recommendations.

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

1. The Certificate of Final Completion for Water Main District No. 450 is hereby confirmed and approved.
2. The Certificate of Final Completion for Water Main District No. 451 is hereby confirmed and approved.
3. The City Council will sit as a Board of Equalization on August 8, 2006 to determine benefits and set assessments for Water Main District Nos. 450 and 451.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G6

**#2006-190 - Approving Nebraska City II Transmission Facilities
Cost Agreement - Utilities Department**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary Mader, Utilities Director
Dale Shotkoski, Acting City Attorney

Meeting: July 11, 2006

Subject: NC2 Transmission Facilities Cost Agreement

Item #'s: G-6

Presenter(s): Gary Mader, Utilities Director

Background

The City of Grand Island has a 5% level of participation in OPPD's new coal fired power plant at their Nebraska City site. This will provide Grand Island with 33 MW of base load generation beginning in 2009. To receive plant accreditation from the Federal National Electric Reliability Council (NERC), the owners must demonstrate transmission capacity exists to transmit power from the plant and deliver it to the various participants.

As part of the electric deregulation legislation, federal rules and regulations over the last decade require separation of generation and transmission functions, in order to minimize monopoly power. So what follows is in accordance with procedures established by the Federal Energy Regulatory Commission (FERC).

All entities, paying a published transmission service rate, are to be permitted equal access to the electric transmission system. Accordingly, in December 2003, Grand Island submitted transmission service requests #784415 and #784417 on the OPPD and NPPD transmission systems, for delivery of the NC #2 power share. Although Grand Island is early in line, the requests can not be granted until substantial transmission improvements are made to support the 660 MW plant.

Beginning in October 2003, the NC#2 Transmission Planning Group began meeting to determine the necessary transmission improvements. Initially, meetings included utilities from an extended region which could potentially be impacted by the large generating addition. After problem areas were identified, the solutions became the responsibility of those receiving power from the plant, OPPD and the NC2 Participants.

Cost estimates for the required transmission system improvements total nearly \$80 million. Approximately 90% of the cost involves a 345 kV transmission line between the Nebraska City plant and Lincoln Electric System along with substation work on each end of the line. The transmission system improvements are included in the total plant construction costs with construction financing through service bonds issued by OPPD.

Discussion

OPPD is preparing to issue the funding notice for the second NC2 bond issue. This issue will include the transmission facilities cost. Grand Island intends that its share of transmission cost be included in the forthcoming bond issue. For inclusion, there must be an Agreement among OPPD and the Participants concerning the required Facilities, Costs, and Funding. This **NC2 TRANSMISSION FACILITIES COST AGREEMENT** is presented to the City Council for consideration.

Grand Island's share of the transmission improvements is estimated at approximately 3.8% of the total transmission construction costs. This cost will be credited to Grand Island's Transmission Service Account. None of the Participants, including Grand Island, will have ownership interest in transmission improvements. The bulk of the improvement is within the OPPD system and will be owned by OPPD. To receive energy from NC2, Participants will reserve transmission service from OPPD in accordance with FERC regulation, and make payment for service in accordance with OPPD's published Open Access Transmission Tariff. The transmission tariff charges will be paid for from each participant's Transmission Service Account, until the account is exhausted.

The proposed NC2 Transmission Facilities Cost Agreement has been reviewed by the Legal Department.

The Transmission Service Account is established through OPPD's issuance of Separate System Bonds as authorized in the base contract document for the project, the PARTICIPATION POWER AGREEMENT, which was executed by all project participants and OPPD in January 2004.

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 to approve subject Agreement.

Sample Motion

Motion to approve the **NC2 TRANSMISSION FACILITIES COST AGREEMENT** with Omaha Public Power District.

NC2 TRANSMISSION FACILITIES COST AGREEMENT

This NC2 TRANSMISSION FACILITIES COST AGREEMENT ("Agreement") is made as of the Effective Date (as defined in Section 18.10) by and among OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska (hereinafter "OPPD"); NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska (hereinafter "NPPD"); CITY OF INDEPENDENCE, MISSOURI, a municipality of the State of Missouri (hereinafter "Independence"); CENTRAL MINNESOTA MUNICIPAL POWER AGENCY, a municipal power agency of the State of Minnesota (hereinafter "CMMPA"); CITY OF FALLS CITY (D/B/A FALLS CITY UTILITY DEPARTMENT), a municipality of the State of Nebraska (hereinafter "Falls City"); CITY OF GRAND ISLAND, NEBRASKA, a city of the first class of the State of Nebraska (hereinafter "Grand Island"); MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION, a Missouri joint action agency (hereinafter "MJMEUC"); and CITY OF NEBRASKA CITY, NEBRASKA, a municipality of the State of Nebraska (hereinafter "Nebraska City" and collectively with NPPD, Independence, CMMPA, Falls City, Grand Island and MJMEUC, the "Participants"). The Participants and OPPD are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, OPPD is authorized by the State of Nebraska to engage in the generation, transmission, sale and distribution of electricity for heat, light and power; and

WHEREAS, OPPD entered into a Participation Power Agreement with each Participant (collectively, the "PPA") wherein OPPD will sell Participation Power (as hereinafter defined), if available, to each Participant from a single coal fuel generating unit with an anticipated 663 MW capacity ("NC2"); and

WHEREAS, the Participants have requested transmission service from OPPD for the delivery of their respective Participation Power, and the Parties are performing the Transmission Planning Study (as hereinafter defined) to identify the Transmission Facilities (as hereinafter defined) necessary to accommodate interconnection and delivery of up to 700 MW net NC2 output; and

WHEREAS, the Participants desire to enter into an agreement with OPPD addressing the cost allocation, payment and cost recovery of the Transmission Planning Study and the Transmission Facilities (each as hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Definitions

Unless otherwise provided herein, the meanings for the capitalized terms used in this Agreement are set forth in Schedule 1. In the event that capitalized terms used herein are not defined in Schedule 1 or in this Agreement, such terms shall have the meanings ascribed to them in the PPA.

Section 2. Term of Agreement

This Agreement shall become effective on the Effective Date (as defined in Section 18.10) and shall remain in effect until all obligations including, but not limited to, payment and crediting obligations, of the Parties have been fully satisfied, as reasonably determined by OPPD. All indemnity obligations of the Parties shall survive termination of this Agreement.

Section 3. Approval Obligations of the Parties.

Each of the Parties shall use its best efforts to obtain all acceptances or approvals required in order to effect the agreement of the parties hereunder in the most expeditious manner possible and all of the Parties shall act in a manner consistent with the objective of putting this Agreement fully and expeditiously into operation without modification or condition. Failure to comply with the requirements of this Section 3 shall be deemed a material breach of this Agreement.

Section 4. Transmission Cost Allocation Group

4.1. Cost Allocation Group. Each Party shall appoint an individual as a primary member to the Cost Allocation Group to be confirmed by written notice to the other Parties. The Cost Allocation Group shall have the authority and responsibility for determining how the costs associated with the Transmission Planning Study and the Transmission Facilities shall be allocated among the Parties, all in accordance with the provisions of this Agreement.

4.2. Alternate Cost Allocation Group Members. Any member of the Cost Allocation Group may at any time designate an alternate or substitute member to act for and on behalf of such Party to be confirmed by written notice to the other Parties.

4.3. Chairperson. The representative appointed by OPPD shall act as chairperson of the Cost Allocation Group (the "Chairperson").

4.4. Meetings. The Chairperson shall provide the Cost Allocation Group with ten (10) Days' advance written notice of the date and time of any meetings called by the Chairperson. The Chairperson shall also call a meeting within thirty (30) Days of receipt of a written request from any member to the Chairperson. Meetings may be conducted by telephone conference or other means by which each Party can hear all of the other Parties. It shall be the responsibility of any member

requesting a meeting to provide the Chairperson with the subject(s) to be considered. All such subject(s) to be considered shall be included by the Chairperson in the meeting.

4.5. Minutes of Meetings. The Chairperson shall preside over all meetings of the Cost Allocation Group, and shall keep written minutes of all meetings, which shall record all actions and approvals or disapprovals of the Cost Allocation Group, and shall provide copies of such minutes to each member of the Cost Allocation Group after such meeting. Failure to submit to the Chairperson written objections to the minutes within thirty (30) Days after receipt shall be deemed approval thereof.

4.6. Duties of the Cost Allocation Group. The duties of the Cost Allocation Group shall be to:

4.6.1. Use Sound Engineering Judgment to determine whether each of the Transmission Facilities identified by the Transmission Planning Group is necessary for interconnection or necessary for delivery of energy from NC2 to one or more of the Parties; and

4.6.2. Use Sound Engineering Judgment to determine how to allocate among the Parties the costs associated with the Transmission Facilities.

4.7. Consensus. The Cost Allocation Group shall use its best efforts to reach an agreement on all issues. In the event that no agreement has been reached on an issue, the Cost Allocation Group shall vote on the issue. The weight of the vote of each member of the Cost Allocation Group shall be proportionate to such member's NC2 Share. The affirmative vote of greater than 50% of the total of the Parties' NC2 Shares shall constitute the act and decision of the Cost Allocation Group.

4.8. Dispute Resolution. Any decision of the Cost Allocation Group shall be considered final and effective thirty (30) Days after receipt of the minutes of the meeting of the Cost Allocation Group at which such decision was made. Any objection to a decision of the Cost Allocation Group shall be made in writing to each of the other Parties and shall include a suggested location and time for a meeting of the Cost Allocation Group to consider such objection. All disputes shall be resolved in accordance with Section 11 of this Agreement.

4.9. No right to alter or modify. Notwithstanding any provision of this Agreement, the Cost Allocation Group shall not have the authority to alter, amend, change, modify, add to, or subtract from any provision of this Agreement, take any action inconsistent with the provisions of this Agreement, or take any action which would bind the Participants or OPPD on any matter except as specifically provided in this Agreement.

Section 5. Cost Allocation

5.1. Transmission Agreement. All costs incurred by OPPD associated with the drafting and negotiating of this Agreement shall be allocated among the Parties based on their NC2 Shares. All costs incurred by a Participant in connection with the drafting and negotiating of this Agreement shall be the responsibility of such Participant.

5.2. Transmission Planning Study Costs. The costs associated with the Contractors hired by OPPD to assist in the Transmission Planning Study shall be allocated among the Parties based on their NC2 Shares. All other costs incurred by OPPD for the Transmission Planning Study shall be the responsibility of OPPD. All costs incurred by a Participant for the Transmission Planning Study or any additional individual study shall be the responsibility of such Participant.

5.3. Costs for Transmission Facilities Identified as Necessary for

Interconnection. All costs associated with the Transmission Facilities that are necessary for the initial interconnection of NC2, as determined by the Cost Allocation Group pursuant to Section 4.6, shall be allocated among the Parties based on their NC2 Shares. Such costs shall include, but not be limited to, the costs associated with the items set forth on Schedule 5.3 attached hereto, which shall be amended from time to time by OPPD upon notice from the Cost Allocation Group.

5.4. Costs for Transmission Facilities Identified as Necessary for Delivery.

All costs associated with the Transmission Facilities that are initially necessary for delivery of energy from NC2 onto and over the OPPD transmission system, as determined by the Cost Allocation Group, shall be allocated among the Parties based on a percentage determined by the Cost Allocation Group pursuant to Section 4.6. Such costs shall include, but not be limited to, the costs associated with the items and the related percentage allocation set forth on Schedule 5.4 attached hereto, which shall be amended from time to time by OPPD based upon notice from the Cost Allocation Group.

Section 6. Transmission Planning Study and Related Agreements

6.1. Transmission Planning Study. OPPD shall initiate the Transmission Planning Study. The results of the Transmission Planning Study shall be made available to OPPD and all Participants upon its completion.

6.2. Transmission Facilities Identified as Necessary for Interconnection and/or Deliverability on OPPD's Transmission System. OPPD shall negotiate with appropriate third parties the terms and conditions of the design, construction and ownership of the Transmission Facilities that are identified as being necessary initially for interconnection and/or deliverability onto and over the OPPD transmission system. Such terms and conditions shall be set forth in separate agreements between OPPD and such third parties, and the costs of such facilities shall be allocated among the Parties by the Cost Allocation Group in accordance

with Sections 5.3 and 5.4.

6.3. Transmission Facilities Identified as Necessary for Delivery to Particular Participant(s) Beyond OPPD's Transmission System. Any negotiations relating to the design, construction and ownership of the transmission facilities that are identified as being necessary for delivery to certain Participants, shall be conducted by those certain Participants and the appropriate third parties. Such terms and conditions shall be set forth in separate agreements between such Participant(s) and the appropriate third parties. OPPD shall provide support and assistance to any such Participant(s) as may be reasonably requested by such Participant(s) in connection with the negotiation of such separate agreement. Any Participant that requested such support and assistance from OPPD shall reimburse OPPD for all reasonable costs and expense relating to such support and assistance.

6.4. Ownership. No Participant shall have any ownership rights in the Transmission Facilities unless provided otherwise in a separate written agreement.

Section 7. Cost Recovery

7.1. Transmission Facilities Owned by OPPD. On the Commercial Operation Date, OPPD shall credit each Participant the amount of its share (as determined in accordance with Section 5) of the Installed Costs of the Transmission Facilities that are owned by OPPD to the respective transmission service account maintained by OPPD for each Participant (collectively, the "Transmission Service Accounts"). Notwithstanding the foregoing, no credit shall be given to a Participant for any amounts not paid by, or financed on behalf of, such Participant. Each Participant's Transmission Service Account would be debited each Month commencing on the Commercial Operation Date by the amount owed by such Participant to OPPD for the delivery of Participation Power to Participant pursuant to the transmission component of any applicable Open Access Transmission Tariff ("OATT"), rate or charge for the delivery of transmission service to such Participant

by OPPD. In the event that a Participant's transmission payments for the delivery of its Participation Power are made instead to any transmission provider acting as OPPD's agent and/or to which OPPD has transferred functional control over OPPD's transmission system ("Successor Transmission Provider") and to the extent that such Successor Transmission Provider did not assume OPPD's credit obligations herein, the amount that OPPD shall debit from the respective Participant's Transmission Service Account and pay to such Participant, shall be the amount paid to OPPD by the Successor Transmission Provider that directly relates to the delivery of the Participation Power to such Participant. After the credit in a Participant's Transmission Service Account has been exhausted, such Participant would begin paying all amounts owed to OPPD (or Successor Transmission Provider) pursuant to any OATT, rate or charge of OPPD (or Successor Transmission Provider). An example of this crediting process is shown in Schedule 7.1. In the event a Participant is not purchasing transmission service from OPPD (or Successor Transmission Provider) for the delivery of its Participation Power, no credit shall be granted to such Participant.

7.2 Allowance to Participants. Commencing on the Commercial Operation Date, each Participant shall receive on a monthly basis an allowance equal to the product of: (a) the effective monthly rate of the seven (7) year AAA Municipal Bond annual rate (as determined by OPPD) established using the due date set forth in the first Funding Notice (as hereinafter defined) for the initial Transmission Costs multiplied by (b) the then current balance of the Transmission Service Account (the "Allowance"). OPPD shall calculate and credit the Allowance to the Transmission Service Account on the Commercial Operation Date and the first of each Month thereafter. In the event that a Participant is not receiving transmission service from OPPD (or Successor Transmission Provider) for the delivery of its Participation Power, such Participant shall no longer receive or be entitled to the Allowance set forth in this Section 7.2.

7.3. Transmission Facilities Not Owned by OPPD. Notwithstanding

anything herein to the contrary, no Participant shall be entitled to a credit as set forth in Section 7.1. for any Transmission Facilities not owned by OPPD.

Section 8. Funding for Transmission Costs

Each Party shall be responsible and liable for its share of costs of the Transmission Facilities, preparation of this Agreement, the Transmission Planning Study and the Carrying Costs (collectively, the "Transmission Costs"), all as determined pursuant to Section 5 by the Cost Allocation Group. While OPPD intends to issue Separate System Bonds to finance the share of Transmission Costs allocable to the Participants, OPPD will allow each Participant the option to finance all or a portion of its share of the Transmission Costs. OPPD shall provide each Participant with written notices (each a "Funding Notice") stating the amount needed, the date that such amount is due and the date that such Participant must provide written notice (each a "Self-funding Notice") to OPPD of its decision to finance all or a portion of such Participant's share of the Transmission Costs. Participant shall pay such amount in immediately available funds on such date indicated in the relevant Funding Notice. All amounts paid by a Participant shall be considered a prepayment of the Transmission Costs. In the event that Participant does not provide OPPD with a Self-funding Notice or does not pay the amount required by the close of business on the date indicated in the relevant Funding Notice, OPPD shall automatically, without allowing a Participant any opportunity to cure, include such Participant's unfinanced share of its Transmission Costs in its issuance of the Separate System Bonds. In the event that a Participant finances a portion or all of its share of the Transmission Costs, the amount paid by such Participant to OPPD shall be retained by OPPD in an interest-bearing account until such amounts are used to pay for such Participant's share of the Transmission Costs. The interest on such account shall be used to pay such Participant's share of the Transmission Costs or applied to payment of other amounts payable by Participant to OPPD hereunder. Participant hereby agrees to be bound by the

terms and conditions of the PPA which relate to the Separate System Bonds, including, but not limited to, Sections 2, 8, 9, 14, 16, 17 and 21.

Section 9. Compensation and Billing

9.1. Compensation. Each Participant shall pay to OPPD the Participant's share of the reasonable, actual costs incurred by OPPD related to its performance of this Agreement that have not been financed under Section 8 ("OPPD Costs"), and such costs shall be allocated in accordance with Section 5.

9.2. Payments by Participant. Any and all payments by the Participants to OPPD hereunder shall not be subject by any Participant to any reduction, whether by offset, recoupment or otherwise.

9.3. General Billing. In the event that there are any OPPD Costs, OPPD shall have the right to prepare a billing statement(s) for such OPPD Costs, and shall deliver such billing statement(s) to Participant in an expeditious manner (e.g. by telefax). Participant shall pay the amounts set forth in any billing statement on or before thirty (30) Days following the date of the applicable billing statement or, at Participant's option, such amount shall be paid in monthly installments amortized over a period of one (1) year, which amounts shall accrue interest at the Interest Rate. Interest on unpaid balances from the due date set forth in the applicable billing statement to the date upon which payment is made shall accrue at the Interest Rate.

9.4. Right of Offset. OPPD shall have the right to reduce any amounts owed to the Participants by OPPD by the amount of any sums owed to OPPD by such Participant, whether by offset, recoupment or otherwise.

9.5. Disputed Statement. In case any portion of any Billing Statement shall be the subject of a bona fide dispute, the Participant shall pay OPPD the full amount of such statement, and, upon determination of the correct amount, the

difference between such correct amount and such full amount, if any, plus interest at the Interest Rate for the period between when it was paid and when the credit is provided, will be credited to Participant by OPPD after such determination. All billing disputes shall be resolved in accordance with Section 11 of this Agreement.

Section 10. Transmission Service

As of the date hereof, pursuant to OPPD's current OATT, each Participant has submitted to OPPD a request(s) for firm transmission service relating to the transmission of Participant's Participation Power (each a "Transmission Service Request"). Each Participant's Transmission Service Request includes the information required by Section 18.2 of the OATT, including identification of the term of the requested transmission service under the OATT. After completion of the Transmission Planning Study, including successful resolution of all outstanding Transmission Planning Study issues (as reasonably determined by OPPD in its sole discretion), OPPD shall enter into a transmission service agreement with each Participant substantially in the form of Attachment A or Attachment F to the OATT, as applicable, (a "Service Agreement"). The validity and effectiveness of each Participant's Service Agreement shall be subject to and contingent upon (i) the provisions of the current OATT and, as applicable, any future transmission tariff or rate, (ii) the Participant's payment of its share of all costs pursuant to Sections 8 and 9 of this Agreement, (iii) the Participant's payment of all charges under and compliance with all provisions of OPPD's current OATT and any future transmission tariff or rate, and (iv) the construction of all Transmission Facilities identified pursuant to Sections 5.3 and 5.4 of this Agreement.

Section 11. Dispute Resolution and Statute of Limitations

11.1 Dispute Resolution. In the event of a dispute under this Agreement, the following shall occur:

11.1.1. All questions of fact, and any and all disputes with references thereto, arising out of the performance of this Agreement, or changes therein, or work in connection therewith, shall initially be submitted to OPPD for decision.

11.1.2. In the event that Participant disagrees with OPPD's decision, a senior executive of OPPD and a senior executive of Participant shall immediately confer, discuss and review OPPD's decision.

11.1.3. In the event that the meeting referred to in Section 11.1.2. fails to resolve the dispute between the parties, OPPD's decision shall be conclusive on the parties hereto, unless thereafter determined by a Governmental Authority to be unsupported by Law and/or substantial evidence. In that regard, Participant may pursue all remedies available at law or in equity, specifically excluding termination of this Agreement.

Pending final decision of any dispute hereunder, Participant shall proceed with its obligations and performance in accordance with the written decision of OPPD. No arbitration shall be allowed under this Agreement.

11.2. Limitation on Time Period for Claims. Any claim against OPPD for a billing adjustment or for any other claim shall be limited to the twenty-four (24) Months immediately preceding the date such claim or error is raised by Participant whether or not such error or claim was discoverable. OPPD shall retain records and accounts relating to this Agreement for a period of at least twenty-four (24) Months.

Section 12. Default and Remedies

12.1. Default. A default shall occur under this Agreement if: (a) in the case of a failure by a Party to pay any amount when due under this Agreement or any billing statement, a Party fails to pay such amount within five (5) Days after written notice of OPPD specifying such breach; or (b) in the case of any other

material breach of this Agreement, a Party fails to cure such breach within thirty (30) Days; or (c) either of the following occurs (i) a Party makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, or (ii) an involuntary petition in bankruptcy or other insolvency protection is filed against a Party and not dismissed within one-hundred twenty (120) Days thereafter.

12.2. Remedies for Default. In the event of any default hereunder, the non-defaulting Party may avail itself of one of more of the following remedies:

12.2.1. take such action as it determines, in its sole discretion, necessary to correct such default and the defaulting Party shall be responsible for all costs associated with the correction of such default;

12.2.2. terminate this Agreement with respect to such defaulting Party (only by OPPD and only if OPPD is a non-defaulting Party); and/or

12.2.3. pursue any legal remedies it may have under applicable law or principles of equity, including specific performance.

Section 13. Governmental Approvals

The obligation of OPPD to perform under this Agreement shall be subject to OPPD obtaining and continuing to receive all necessary Governmental Approvals from the Government Authorities.

Section 14. Waivers

Any waiver at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or matter.

Section 15. Notices

Any notice or demand under or required by this Agreement shall be in writing and shall be given in accordance with and sent to the addresses set forth in Schedule 15.

Section 16. Indemnification and Limitation of Liability

16.1. Indemnity of OPPD. To the extent permitted by law, each Participant expressly agrees to indemnify, hold harmless and defend OPPD against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of OPPD's performance under this Agreement, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of OPPD or its employees acting within the course and scope of their employment.

16.2. Right of Contribution. To the extent that a Participant has made a payment on behalf of one or more Participants under this Agreement, a Participant shall have the right of contribution and reimbursement from such Participant(s).

16.3. No Consequential Damages. To the fullest extent permitted by Law and notwithstanding anything to the contrary herein, in no event shall any Party be liable to any other Party for punitive, indirect, exemplary, consequential, or incidental damages including, without limitation, claims of customers of the

indemnified Party arising in connection with this Agreement.

Section 17. Confidential Information

17.1. Use of Confidential Information. During the course of this Agreement, the Parties may disclose to each other certain Confidential Information, by either oral or written communications. These disclosures will be made upon the basis of the confidential relationship between the Parties, and unless specifically authorized in writing by the other, the Parties will:

17.1.1. Use such Confidential Information solely for purposes contemplated by this Agreement; and

17.1.2. Promptly return to each other, upon request, any and all tangible material concerning such Confidential Information, including all copies and notes, or destroy the same and provide the other Party with a written statement that such destruction has occurred. Under no circumstances shall any Confidential Information or copy thereof be retained, except with the express written approval of the owner of such Confidential Information.

17.2. Nondisclosure.

17.2.1. Each Party agrees that it will use reasonable care to prevent unauthorized disclosure of Confidential Information. No Party will make any copies of Confidential Information that is in written or other tangible form except for use by authorized Persons with a need to know in connection with this Agreement, and all Persons having access to Confidential Information shall agree to comply with the terms of this Agreement.

17.2.2. Each Party agrees not to distribute, disclose or disseminate Confidential Information in any way to anyone, except Persons who have such need to know, or use Confidential Information for its own purpose. Each Party agrees that its disclosure of Confidential Information to a Person who has a need to know shall be limited to only so much of the Confidential Information as is necessary for that Person to perform his/her function in connection with the Confidential Information.

17.3. Exceptions. The obligations imposed in this Section shall not apply to Confidential Information:

17.3.1. Which becomes available to the public through no wrongful act of the receiving Party;

17.3.2. Which may be published or otherwise made available to the public prior to the date hereof;

17.3.3. Which is received from a third party without restriction known to the receiving Party and without breach of this Agreement;

17.3.4. Which is independently developed by the receiving Party;
or

17.3.5. Which must be disclosed pursuant to any Law (including, but not limited to, the Nebraska Public Meetings Law and the Nebraska Public Records Act, Neb. Rev. Stat. § 84-712.01 et seq.). If disclosure is requested or demanded as to Confidential Information pursuant to any Law, the Party receiving the request or demand shall provide the owner of such Confidential Information with prompt notice to enable the owner to seek protective legal remedies, and the receiving Party shall reasonably cooperate in connection therewith.

Section 18. Miscellaneous

18.1. Amendments. This Agreement may be amended only by written agreement between OPPD and the Participants.

18.2. Entire Agreement/Order of Precedence. This Agreement, together with the PPA, constitute the entire agreement between the Parties hereto relating to the subject matter contemplated by this Agreement and supersedes all other prior agreements, whether oral or written. In the event of any conflict between the terms of this Agreement and the terms of the PPA, the terms of the PPA shall control.

18.3. Counterparts. This Agreement may be executed in multiple counterparts to be construed as one.

18.4. Severability. If any part, term or provision of this Agreement is held by a Governmental Authority to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable, and a new provision shall be deemed to be substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties hereto as evidenced by the provision so severed.

18.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska without regard to conflict of law principles.

18.6. Jurisdiction. In the event any Party to this Agreement commences a Legal Proceeding in connection with or relating to this Agreement, the Parties

hereby:

18.6.1. Agree under all circumstances absolutely and irrevocably to institute any Legal Proceeding in a court of competent jurisdiction located within the State of Nebraska, whether a state or federal court;

18.6.2. Agree that in the event of any Legal Proceeding, the Parties will consent and submit to the personal jurisdiction of any such court located in Nebraska; and

18.6.3. Agree to waive to the full extent permitted by Law any objection that they may now or hereafter have to the venue of any such Legal Proceeding or that any such Legal Proceeding was brought in any inconvenient forum.

18.7. Assignment. This Agreement may not be assigned by any Party, without the prior written consent of all Parties hereto, which consent shall not be unreasonably withheld; provided, however, that OPPD shall have the right to assign its interest without prior written consent to any independent transmission system operator. In the event that OPPD enters into a final agreement with an independent transmission system operator, OPPD shall use commercially reasonable efforts to ensure that OPPD's rights and obligations under this Agreement are assumed by such independent transmission system operator or, if those rights and obligations are not assumed by such independent transmission system operator and to the extent allowed under applicable law, OPPD will retain its crediting obligations as set forth in Section 7 of this Agreement.

18.8. No Third Party Beneficiaries. OPPD and the Participants agree that no other parties are an intended third-party beneficiary of this Agreement.

18.9. Independent Contractors. Nothing in this Agreement shall be

construed as creating any relationship between the Parties, including any partnership or joint venture, other than that of independent contractors. Nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any person not a party to this Agreement. No party shall be empowered, except as expressly stated herein, to act as any other Party's agent or to represent to any third party that it has the ability to bind any other Party, without the express permission of the Party to be bound.

18.10. Effective Date. The Effective Date of this Agreement shall be

18.11. Rules of Construction.

18.11.1. The descriptive headings of the various articles, sections and subsections of this Agreement have been inserted for convenience of reference only and shall not be construed as to define, expand, or restrict the rights and obligations of the Parties.

18.11.2. Wherever the term “including” is used in this Agreement, such term shall not be construed as limiting the generality of any statement, clause, phrase or term.

18.11.3. The terms defined in this Agreement shall include the plural as well as the singular and the singular as well as the plural.

18.11.4. Whenever a statute, code, regulation is used in this Agreement, such term shall also include all successor statutes, codes and regulations.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to

be executed by their duly authorized representatives and their corporate seals affixed hereto the day and year first above written.

ATTEST:

OMAHA PUBLIC POWER DISTRICT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

ATTEST:

NEBRASKA PUBLIC POWER
DISTRICT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

ATTEST:

CITY OF INDEPENDENCE,
MISSOURI

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

ATTTEST:

CENTRAL MINNESOTA
MUNICIPAL POWER AGENCY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

ATTEST:

CITY OF FALLS CITY

By: _____

Printed Name: _____

Its: _____

ATTEST:

By: _____

Printed Name: _____

Its: _____

CITY OF GRAND ISLAND,
NEBRASKA

By: _____

Printed Name: _____

Its: _____

ATTEST:

By: _____

Printed Name: _____

Its: _____

MISSOURI JOINT MUNICIPAL
ELECTRIC UTILITY COMMISSION

By: _____

Printed Name: _____

Its: _____

ATTEST:

By: _____

Printed Name: _____

Its: _____

CITY OF NEBRASKA CITY,
NEBRASKA

By: _____

Printed Name: _____

Its: _____

By: _____

Printed Name: _____

Its: _____

SCHEDULE 1
DEFINITIONS

1. “Affiliate” means, with respect to either Party, any other Person (other than an individual) that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose “control” means the direct or indirect ownership interest of more than fifty percent (50%) of the outstanding capital stock or other equity interests having ordinary voting power.

2. “Business Day” means a day on which the Federal Reserve Member Banks in New York City are open for business; and a Business Day shall open at 8:00 A.M. and close at 5:00 P.M. local time in Omaha, Nebraska.

3. “Carrying Costs” means interest accrued at the rate of OPPD's cost of capital, as determined by OPPD, on all Transmission Costs paid by OPPD from the date paid by OPPD through the date of payment by a Participant.

4. “Commercial Operation Date” means 12:01 a.m. on the first Day of the Month following the Day when NC2 is ready to deliver power and energy, and the same has been tested and, in the sole opinion of OPPD, is ready to be placed in continuous normal operation. OPPD will notify each Participant when the Commercial Operation Date of NC2 has been determined.

5. “Confidential Information” means information about the real, personal and intellectual properties, finances, operations, development strategies, business plans and other business information of each Party and any Affiliates, which is designated as “Confidential” in accordance with Section 17. Confidential information, when disclosed in written, machine readable, or other tangible form by one Party to the other Party, shall be clearly marked as “Confidential.” Information which is disclosed orally and is promptly followed by a written summary of the oral

disclosure which identifies the material as “Confidential” shall be treated as Confidential Information and used only according to the terms of Section 17.

6. “Contractor” means one or more independent contractors, independent consultants and/or independent engineers retained by the Parties to perform under the Agreement or the Transmission Planning Study.

7. “Cost Allocation Group” means the group formed by OPPD and the Participants in accordance with Section 4 hereof.

8. “Day” means a calendar day.

9. “Governmental Approval” means any authorization, consent, approval, license, ruling, permit, exemption, variance, order, judgment, decree, guidance, policies or declaration of or regulation by any Governmental Authority relating to the acquisition, development, ownership, occupation, construction, start-up, testing, operation, decommissioning or maintenance of NC2 and/or the Transmission Facilities, or the execution, delivery or performance of this Agreement.

10. “Governmental Authority” means any municipal, local, state, regional or federal administrative, legal, judicial or executive agency, court, commission, department or other such entity of competent jurisdiction, but excluding any such agency, court, commission, department or other such entity acting in its capacity as lender or guarantor.

11. “Installed Costs” means all costs associated with the Transmission Facilities that are used in OPPD's calculation of the OPPD OATT, all determined by OPPD in its sole discretion.

12. “Interest Rate” means the Prime Rate plus two percent (2%), or the maximum rate permitted by applicable Law, whichever is less.

13. “Law” means any law, code, statute, regulation, writ, decree, rule, ordinance, resolution, judgment, injunction, order or other legal or regulatory requirement of a Governmental Authority having jurisdiction over the matter in question, which is valid and applicable to the matter in question (i) at the time of the execution of this Agreement, as amended from time to time, or (ii) anytime thereafter during the term of this Agreement.

14. “Legal Proceeding” means any suit, proceeding, judgment, ruling or order by or before any Governmental Authority.

15. “Month” means a calendar month, commencing at the beginning of the first Day of such calendar month. “Monthly” has a meaning correlative to that of “Month”.

16. “MW” means, in the singular context, one megawatt, and in the plural context, megawatts.

17. “NC2 Share” means the following for the respective Party:

- a.) Falls City = .83%
- b.) Grand Island = 5.00%
- c.) Independence = 8.33%
- d.) MJMEUC = 8.33%
- e.) Nebraska City = 1.67%
- f.) NPPD = 23.67%
- g.) CMMPA = 2.17%
- h.) OPPD = 50.00%

The above percentages for the Parties may be adjusted in accordance with the PPA.

18. “Net Maximum Generating Capability” means the maximum amount

of power in megawatts (as measured by industry standard testing mechanisms) that NC2 can produce at any time under the operating conditions which exist at that time after deductions for power utilized for station service.

19. “Participation Power” means, for each Participant, that Participant’s NC2 Share of NC2’s Net Maximum Generating Capability.

20. “Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization, Governmental Authority or other entity.

21. “Prime Rate” means for any date, the per annum rate of interest announced by the Wall Street Journal Midwest Edition in the Money Rates Section as its “prime” rate for commercial loans, effective for such date. If the date is a Saturday, Sunday or holiday, then the Prime Rate shall be the prime rate for the first Business Day following such date. If the prime rate shall not be published for any reason, the Prime Rate will be a comparable substitute interest rate designated by OPPD.

22. “Separate System Bonds” means the bonds which OPPD intends to issue to finance the portion of the NC2 construction costs and capitalized interest allocable to Participant and the Other Participants which has not been financed by Participant or the Other Participants. OPPD reserves the right to issue additional bonds anytime during the term of the PPA for capital improvements or other expenses allocable to a Participant under this Agreement or the PPA, and such additional bonds shall be deemed a part of the Separate System Bonds. Nothing in this Agreement or the PPA, shall prohibit a Participant from issuing any type of bonds on its own behalf, whether to finance its obligations hereunder or otherwise. OPPD intends to structure the Separate System Bonds and the OPPD Bonds (as defined in the PPA) in a similar manner, and OPPD will furnish to Participant a copy of the indenture for the Separate System Bonds.

23. “Sound Engineering Judgment” means a decision based upon the practices, methods and acts engaged in or approved by a significant portion of the engineering industry at the time of such decision.

24. “Transmission Facilities” mean the facilities identified by the Transmission Planning Group, whether owned by OPPD or an affected-third party system, as being necessary initially for the interconnection of NC2 to the Transmission System and/or delivery of energy from NC2 onto and over the OPPD transmission system, all as determined by the Cost Allocation Group.

25. “Transmission Planning Group” means the group already formed by the Participants and OPPD to perform the Transmission Planning Study.

26. “Transmission Planning Study” means the collective studies performed by the Transmission Planning Group for the purpose of identifying the Transmission Facilities.

27. “Transmission System” means the facilities that are used in connection with or that otherwise relate to the transmission of electrical energy from NC2.

SCHEDULE 5.3
INTERCONNECTION FACILITIES

<u>Project ID</u>	<u>Description</u>
TDPNC2	NC2 Related Work at S3458/1258
TDPNC2PB	NC2 Related Work at Wagener (LES)
TDPNC2PC	NC2 Related Work at Cooper (NPPD)
TDPNC2PE	NC2 Related Work on C3440 (S3458 – Cooper)
TDPNC2PF	NC2 Related Work at SE Lincoln (LES)
TDPNC2TL	NC2 Transmission Line (S3458 – SE Lincoln)

SCHEDULE 5.4
DELIVERY FACILITIES

<u>Project ID</u>	<u>Description</u>	
	<u>Party</u>	<u>Cost Allocation</u>
TDPNC2PA	NC2 Related Work at S3455/1255	
	OPPD	100.00%
	NPPD	0.00%
	Independence	0.00%
	MJMEUC	0.00%
	Grand Island	0.00%
	CMPMA	0.00%
	Nebraska City	0.00%
	Falls City	0.00%
TDPNC2PD	NC2 Related Work on C1550 (S1255 – S1221)	
	OPPD	100.00%
	NPPD	0.00%
	Independence	0.00%
	MJMEUC	0.00%
	Grand Island	0.00%
	CMPMA	0.00%
	Nebraska City	0.00%
	Falls City	0.00%
TDPNC2PH	NC2 Related Work on Cooper South (OPPD, NPPD & Aquila)	
	OPPD	20.50%
	NPPD	15.18%
	Independence	31.78%
	MJMEUC	26.77%
	Grand Island	2.35%
	CMPMA	2.45%
	Nebraska City	0.50%
	Falls City	0.47%

SCHEDULE 7.1**EXAMPLE OF TRANSMISSION CREDIT**

Total Cost of Transmission Facilities = \$70,000,000

Less: Cost of Transmission Facilities Not Owned by OPPD = \$10,000,000

Cost of Transmission Facilities Owned by OPPD = \$60,000,000

Cost of Transmission Facilities Owned by OPPD allocated to Participant A = \$5,000,000

Participant A's Transmission Service Account starting balance = \$5,000,000

Assumed Annual Interest Rate for calculating Allowance = 4%

Below is an example of how Participant A's Transmission Service Account balance would be credited monthly with the Allowance, and debited monthly in an amount equal to Participant A's OPPD OATT Transmission charges for delivery of its Participation Power. Every month Participant A would pay the OPPD OATT bill for ancillary services. After the Transmission Service Account was exhausted Participant A would also pay the OPPD OATT bill for transmission services.

Month	Balance	Allowance	Total OATT Charges (Trans. + Anc.)	OATT Transmission Charges	OATT Bill
1	\$ 5,000,000	\$ 16,667	\$ 80,000	\$ 60,000	\$ 20,000
2	\$ 4,956,667	\$ 16,522	\$ 93,000	\$ 70,000	\$ 23,000
3	\$ 4,903,189	\$ 16,344	\$ 107,000	\$ 80,000	\$ 27,000
4	\$ 4,839,533	\$ 16,132	\$ 80,000	\$ 60,000	\$ 20,000
5	\$ 4,795,665	\$ 15,986	\$ 93,000	\$ 70,000	\$ 23,000
6	\$ 4,741,650	\$ 15,806	\$ 107,000	\$ 80,000	\$ 27,000
7	\$ 4,677,456	\$ 15,592	\$ 80,000	\$ 60,000	\$ 20,000
8	\$ 4,633,047	\$ 15,443	\$ 93,000	\$ 70,000	\$ 23,000
9	\$ 4,578,491	\$ 15,262	\$ 107,000	\$ 80,000	\$ 27,000
10	\$ 4,513,752	\$ 15,046	\$ 80,000	\$ 60,000	\$ 20,000
11	\$ 4,468,798	\$ 14,896	\$ 93,000	\$ 70,000	\$ 23,000
12	\$ 4,413,694	\$ 14,712	\$ 107,000	\$ 80,000	\$ 27,000
13	\$ 4,348,406	\$ 14,495	\$ 80,000	\$ 60,000	\$ 20,000
14	\$ 4,302,901	\$ 14,343	\$ 93,000	\$ 70,000	\$ 23,000
15	\$ 4,247,244	\$ 14,157	\$ 107,000	\$ 80,000	\$ 27,000
16	\$ 4,181,402	\$ 13,938	\$ 80,000	\$ 60,000	\$ 20,000
17	\$ 4,135,340	\$ 13,784	\$ 93,000	\$ 70,000	\$ 23,000
18	\$ 4,079,124	\$ 13,597	\$ 107,000	\$ 80,000	\$ 27,000
19	\$ 4,012,721	\$ 13,376	\$ 80,000	\$ 60,000	\$ 20,000
20	\$ 3,966,097	\$ 13,220	\$ 93,000	\$ 70,000	\$ 23,000
21	\$ 3,909,317	\$ 13,031	\$ 107,000	\$ 80,000	\$ 27,000
22	\$ 3,842,348	\$ 12,808	\$ 80,000	\$ 60,000	\$ 20,000
23	\$ 3,795,156	\$ 12,651	\$ 93,000	\$ 70,000	\$ 23,000
24	\$ 3,737,807	\$ 12,459	\$ 107,000	\$ 80,000	\$ 27,000
25	\$ 3,670,266	\$ 12,234	\$ 80,000	\$ 60,000	\$ 20,000
26	\$ 3,622,500	\$ 12,075	\$ 93,000	\$ 70,000	\$ 23,000
27	\$ 3,564,575	\$ 11,882	\$ 107,000	\$ 80,000	\$ 27,000
28	\$ 3,496,457	\$ 11,655	\$ 80,000	\$ 60,000	\$ 20,000
29	\$ 3,448,112	\$ 11,494	\$ 93,000	\$ 70,000	\$ 23,000
30	\$ 3,389,606	\$ 11,299	\$ 107,000	\$ 80,000	\$ 27,000
31	\$ 3,320,904	\$ 11,070	\$ 80,000	\$ 60,000	\$ 20,000
32	\$ 3,271,974	\$ 10,907	\$ 93,000	\$ 70,000	\$ 23,000
33	\$ 3,212,881	\$ 10,710	\$ 107,000	\$ 80,000	\$ 27,000
34	\$ 3,143,590	\$ 10,479	\$ 80,000	\$ 60,000	\$ 20,000
35	\$ 3,094,069	\$ 10,314	\$ 93,000	\$ 70,000	\$ 23,000
36	\$ 3,034,382	\$ 10,115	\$ 107,000	\$ 80,000	\$ 27,000
37	\$ 2,964,497	\$ 9,882	\$ 80,000	\$ 60,000	\$ 20,000
38	\$ 2,914,379	\$ 9,715	\$ 93,000	\$ 70,000	\$ 23,000
39	\$ 2,854,093	\$ 9,514	\$ 107,000	\$ 80,000	\$ 27,000
40	\$ 2,783,607	\$ 9,279	\$ 80,000	\$ 60,000	\$ 20,000
41	\$ 2,732,886	\$ 9,110	\$ 93,000	\$ 70,000	\$ 23,000
42	\$ 2,671,995	\$ 8,907	\$ 107,000	\$ 80,000	\$ 27,000
43	\$ 2,600,902	\$ 8,670	\$ 80,000	\$ 60,000	\$ 20,000
44	\$ 2,549,572	\$ 8,499	\$ 93,000	\$ 70,000	\$ 23,000
45	\$ 2,488,070	\$ 8,294	\$ 107,000	\$ 80,000	\$ 27,000
46	\$ 2,416,364	\$ 8,055	\$ 80,000	\$ 60,000	\$ 20,000
47	\$ 2,364,418	\$ 7,881	\$ 93,000	\$ 70,000	\$ 23,000
48	\$ 2,302,300	\$ 7,674	\$ 107,000	\$ 80,000	\$ 27,000

Month	Balance	Allowance	Total OATT Charges (Trans. + Anc.)	OATT Transmission Charges	OATT Bill
49	\$ 2,229,974	\$ 7,433	\$ 80,000	\$ 60,000	\$ 20,000
50	\$ 2,177,407	\$ 7,258	\$ 93,000	\$ 70,000	\$ 23,000
51	\$ 2,114,665	\$ 7,049	\$ 107,000	\$ 80,000	\$ 27,000
52	\$ 2,041,714	\$ 6,806	\$ 80,000	\$ 60,000	\$ 20,000
53	\$ 1,988,520	\$ 6,628	\$ 93,000	\$ 70,000	\$ 23,000
54	\$ 1,925,148	\$ 6,417	\$ 107,000	\$ 80,000	\$ 27,000
55	\$ 1,851,565	\$ 6,172	\$ 80,000	\$ 60,000	\$ 20,000
56	\$ 1,797,737	\$ 5,992	\$ 93,000	\$ 70,000	\$ 23,000
57	\$ 1,733,730	\$ 5,779	\$ 107,000	\$ 80,000	\$ 27,000
58	\$ 1,659,509	\$ 5,532	\$ 80,000	\$ 60,000	\$ 20,000
59	\$ 1,605,041	\$ 5,350	\$ 93,000	\$ 70,000	\$ 23,000
60	\$ 1,540,381	\$ 5,135	\$ 107,000	\$ 80,000	\$ 27,000
61	\$ 1,465,525	\$ 4,885	\$ 80,000	\$ 60,000	\$ 20,000
62	\$ 1,410,410	\$ 4,701	\$ 93,000	\$ 70,000	\$ 23,000
63	\$ 1,345,112	\$ 4,484	\$ 107,000	\$ 80,000	\$ 27,000
64	\$ 1,269,596	\$ 4,232	\$ 80,000	\$ 60,000	\$ 20,000
65	\$ 1,213,827	\$ 4,046	\$ 93,000	\$ 70,000	\$ 23,000
66	\$ 1,147,874	\$ 3,826	\$ 107,000	\$ 80,000	\$ 27,000
67	\$ 1,071,700	\$ 3,572	\$ 80,000	\$ 60,000	\$ 20,000
68	\$ 1,015,272	\$ 3,384	\$ 93,000	\$ 70,000	\$ 23,000
69	\$ 948,656	\$ 3,162	\$ 107,000	\$ 80,000	\$ 27,000
70	\$ 871,819	\$ 2,906	\$ 80,000	\$ 60,000	\$ 20,000
71	\$ 814,725	\$ 2,716	\$ 93,000	\$ 70,000	\$ 23,000
72	\$ 747,440	\$ 2,491	\$ 107,000	\$ 80,000	\$ 27,000
73	\$ 669,932	\$ 2,233	\$ 80,000	\$ 60,000	\$ 20,000
74	\$ 612,165	\$ 2,041	\$ 93,000	\$ 70,000	\$ 23,000
75	\$ 544,206	\$ 1,814	\$ 107,000	\$ 80,000	\$ 27,000
76	\$ 466,020	\$ 1,553	\$ 80,000	\$ 60,000	\$ 20,000
77	\$ 407,573	\$ 1,359	\$ 93,000	\$ 70,000	\$ 23,000
78	\$ 338,932	\$ 1,130	\$ 107,000	\$ 80,000	\$ 27,000
79	\$ 260,061	\$ 867	\$ 80,000	\$ 60,000	\$ 20,000
80	\$ 200,928	\$ 670	\$ 93,000	\$ 70,000	\$ 23,000
81	\$ 131,598	\$ 439	\$ 107,000	\$ 80,000	\$ 27,000
82	\$ 52,037	\$ 173	\$ 80,000	\$ 60,000	\$ 27,790
83	\$ -	\$ -	\$ 93,000	\$ 70,000	\$ 93,000
84	\$ -	\$ -	\$ 107,000	\$ 80,000	\$ 107,000
85	\$ -	\$ -	\$ 80,000	\$ 60,000	\$ 80,000
86	\$ -	\$ -	\$ 93,000	\$ 70,000	\$ 93,000
87	\$ -	\$ -	\$ 107,000	\$ 80,000	\$ 107,000
88	\$ -	\$ -	\$ 80,000	\$ 60,000	\$ 80,000
89	\$ -	\$ -	\$ 93,000	\$ 70,000	\$ 93,000
90	\$ -	\$ -	\$ 107,000	\$ 80,000	\$ 107,000
91	\$ -	\$ -	\$ 80,000	\$ 60,000	\$ 80,000
92	\$ -	\$ -	\$ 93,000	\$ 70,000	\$ 93,000
93	\$ -	\$ -	\$ 107,000	\$ 80,000	\$ 107,000
94	\$ -	\$ -	\$ 80,000	\$ 60,000	\$ 80,000
95	\$ -	\$ -	\$ 93,000	\$ 70,000	\$ 93,000
96	\$ -	\$ -	\$ 107,000	\$ 80,000	\$ 107,000

SCHEDULE 15

NOTICE ADDRESSES

Omaha Public Power District
Attn: Division Manager – Finance
444 South 16th Street Mall
Omaha, Nebraska 68203
Fax: (402) 636-3624

City of Independence Missouri Power
and Light Department
Attn: Power & Light Director
21500 East Truman Road
Independence, Missouri 64056
Fax: (816) 325-7470

Central Minnesota Municipal
Power Agency
Attn: Power Supply Manager
459 South Grove Street
Blue Earth, Minnesota 56013
Fax: (507) 526-2527

Missouri Joint Municipal Electric
Utility Commission
Attn: Mr. John Grotzinger, Exec.
Director for Engineering & Operations
2407 West Ash
Columbia, Missouri 65203-0045
Fax: (573) 445-0680

City of Falls City Utility Department
Attn: Mr. Martin Gist
P. O. Box 158
Falls City, Nebraska 68355
Fax: (402) 245-2741

City of Nebraska City, Nebraska
Nebraska City Utilities
Attn: General Manager
P.O. Box 670
Nebraska City, Nebraska 68410
Fax: (402) 873-5397

City of Grand Island, Nebraska
Attn: Gary Mader, Utilities Director
100 East First Street
P. O. Box 1968
Grand Island, Nebraska 68802-1968
Fax: (308) 385-5488

Nebraska Public Power District
Attn: Joseph Moore, Vice-President
1414 15th Street
Columbus, Nebraska 68602-0499
Fax: (402) 563-5145

RESOLUTION 2006-190

WHEREAS, on October 14, 2003, by Resolution 2003-279, the City Council of the City of Grand Island approved a Power Participation Agreement between the City of Grand Island and Omaha Public Power District (OPPD) to obtain a 5% share of energy production from Omaha Public Power District's Nebraska City Unit #2 power plant; currently under construction; and

WHEREAS, a Transmission Planning Study has been conducted to identify the transmission facilities necessary to accommodate interconnection and delivery of up to 700 MW net output from Nebraska City Unit #2 to the plant participants; and

WHEREAS, the plant participants desire to enter into an agreement with OPPD to address the cost allocation, payment and cost recovery of the Transmission Planning Study and the necessary transmission facility upgrades; and

WHEREAS, the proposed NC2 Transmission Facilities Cost Agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Nebraska City Unit #2 Transmission Facilities Cost Agreement between the City and Omaha Public Power District is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
July 6, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G7

#2006-191 - Approving Bid Award for Street Improvement District No. 1254; Dale Roush and Dale Roush 2nd Subdivisions (Indian Acres)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 11, 2006

Subject: Approving Bid Award for Asphalt Street Improvement District No. 1254; Dale Roush and Dale Roush 2nd Subdivisions (Indian Acres)

Item #'s: G-7

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

Background

On June 16, 2006 the Engineering Division of the Public Works Department advertised for bids for Street Improvement District 1254; Dale Roush and Dale Roush 2nd Subdivisions (Indian Acres).

Discussion

One bid was received on June 29, 2006. The bid was submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Bid Price</i>
Gary Smith Construction Company, Grand Island, Nebraska	None	Inland Insurance Co.	\$311,728.17(as read) \$311,543.16(revised)

The contractor made a math mistake in putting together the bid. The revised bid based on the as bid unit prices per the City of Grand Island Standard Specifications as incorporated into the bid documents is \$311,543.16. There are sufficient funds in Account No. 40033530-90062 to fund this contract.

Alternatives

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

1. Move to approve awarding the bid to Gary Smith Construction Company for Street Improvement District 1254 in the amount of \$311,543.16.
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 awarding the contract and pass a resolution authorizing the Mayor to sign a contract with Gary Smith Construction Company of Grand Island, Nebraska.

Sample Motion

Motion to approve the award of the contract.

WESTWOOD
PARK FOURTH
SUB.

WESTWOOD
PARK SIXTH
SUB.



PART S.E. 1/4,
N.W. 1/4
SECTION 14-11-10

PART N.W. 1/4,
S.E. 1/4
SECTION 14-11-10

PART S.W. 1/4,
S.E. 1/4
SECTION 14-11-10

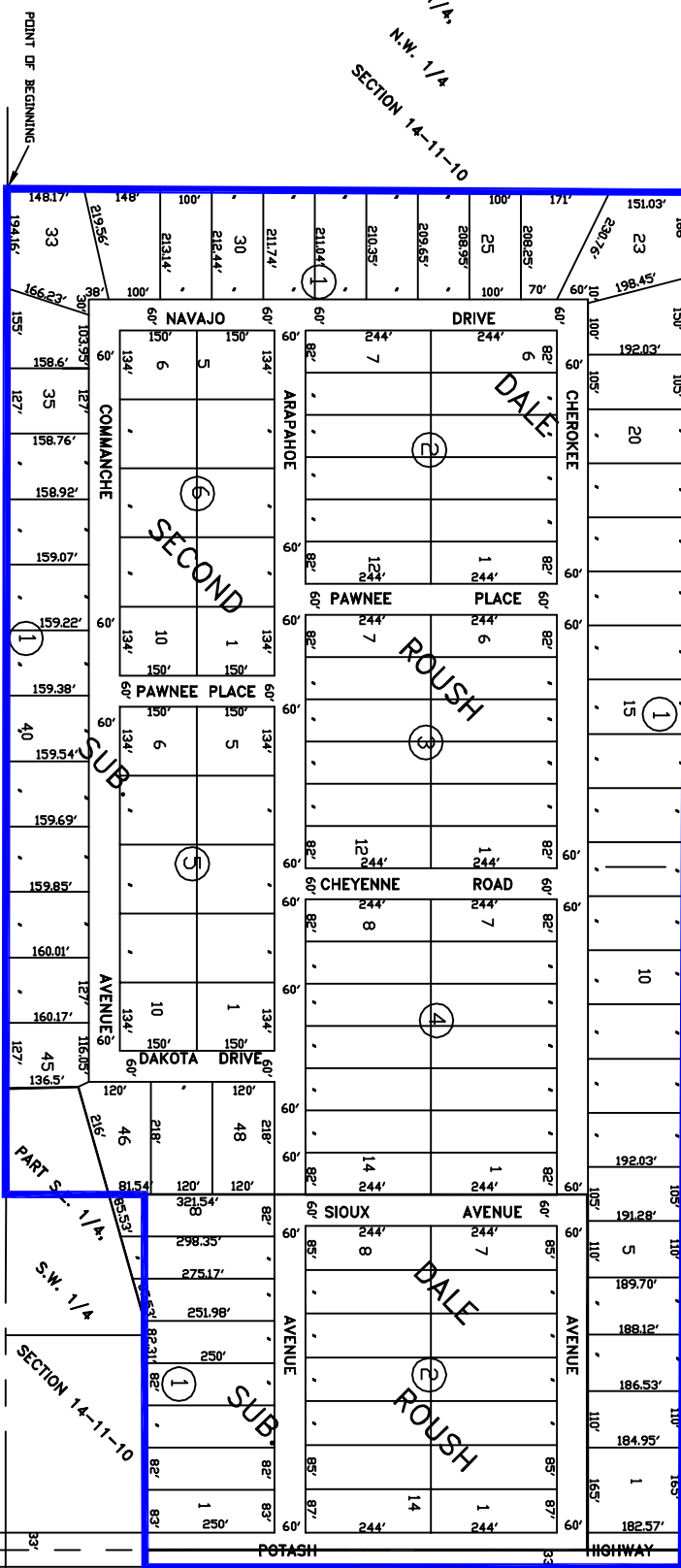


EXHIBIT "A"

DETAILED SURVEY
FIELD WORK REPORT

PLAT TO ACCOMPANY ORDINANCE
NO. 8915

STREET IMPROVEMENT DISTRICT 1254

SCALE 1" = 200' L.D.C. 4/15/04

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 29, 2006 at 11:00 a.m.

FOR: Street Improvement District No. 1254

DEPARTMENT: Public Works

ESTIMATE: \$460,666.10

FUND/ACCOUNT: 40033530-90062

PUBLICATION DATE: June 16, 2006

NO. POTENTIAL BIDDERS: 17

SUMMARY

Bidder: Gary Smith Construction Co.
Grand Island, NE

Bid Security: Inland Insurance Co.

Exceptions: None

Bid Price: \$311,728.17

cc: Steve Riehle, Public Works Director
Ron Underwood, Civil Engineer Mgr.
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Bud Buettner, Assist. PW Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1096

RESOLUTION 2006-191

WHEREAS, the City of Grand Island invited sealed bids for Street Improvement District No. 1254, according to plans and specifications on file with the City Engineer; and

WHEREAS, on June 29, 2006, bids were received, opened and reviewed; and

WHEREAS, Gary Smith Construction Co. 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 \$311,728.17; and

WHEREAS, a error in the calculations was discovered pertaining to the bid submitted by Gary Smith Construction Co. resulting in an adjusted bid price of \$311,543.16; and

WHEREAS, Gary Smith Construction Co.'s adjusted bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co. of Grand Island, Nebraska, in the adjusted amount of \$311,543.16 for Street Improvement District No. 1254 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G8

**#2006-192 - Approving Selection for Lead Based Paint Service
Provider for CDBG Funds**

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: July 11, 2006

Subject: Approval of Lead Based Paint Specialized Services Provider

Item #'s: G-8

Presenter(s): Marsha Kaslon, Community Development

Background

The City of Grand Island was awarded a Community Development Block Grant from the State of Nebraska in the amount of \$296,113 for Owner-Occupied Rehabilitation and for Down Payment Assistance. Along with these activities, Lead Based Paint issues may arise in housing that was built pre-1978. The contract for the services will last until August 15, 2007. Lead exposure can harm young children and babies before they are born. People can get lead in their bodies by breathing or swallowing lead dust or by eating soil or paint chips containing lead. Lead in children can damage the brain and nervous system as well as cause behavior and learning problems. It has been known to cause slow growth and hearing problems. Adults are affected too; however it takes higher levels of lead to cause problems.

A dollar amount of \$11,500 was set aside of the \$296,113 for Lead Based Paint activities which are now considered an integral component of all federally funded and State funded housing programs. Lead Based Paint activities include a physical inspection of the property to determine the location of Lead Based Paint and a clearance test to ensure all Lead Based Paint residues have been removed. These activities are required to have a Certified Lead Based Paint Risk Assessor/Inspector and require the use of an XRF machine according to Housing and Urban Development (HUD) regulations. An XRF machine is an X-Ray Fluorescence Device that physically is capable of identifying paint samples at the immediate site. State and Federal Licensing and Certification are required in order to own and operate an XRF Device.

Community Development printed a Request for Proposals in the Grand Island Independent and also sent out solicited returns. Four entities responded to the inquiry.

They are Alloy Specialty of Omaha, NE, Institute for Environmental Assessment, Inc. of Ralston, NE, Community Development Services, LLC of Plainview, and Third Party Environmental, Inc., of Grand Island, NE.

Discussion

Each proposal had the possibility of receiving 100 total points. The following is how each scored:

Alloy Specialty	88 points
Institute for Environmental Assessment, Inc.	80 points
Community Development Services, LLC	95 points
Third Party Environmental, Inc.	35 points

Community Development Services (CDS) ranked the highest with 95 points and is recommended for this project.

ALTERNATIVES

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

1. Approve the selection of CDS, LLC.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

RECOMMENDATION

City Administration recommends that the Council approves CDS, LLC for the position for Lead Based Paint Specialized Services.

Sample Motion

Recommend approval to the Grand Island City Council of the choice of CDS, LLC for Lead Based Paint Specialized Services.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
LEAD-BASED PAINT SPECIALIZED SERVICES**

RFP DUE DATE: June 20, 2006 at 4:00 p.m.

DEPARTMENT: Community Development

PUBLICATION DATE: June 2, 2006

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Community Development Services, LLC
Plainview, NE

Third Party Environmental, Inc.
Grand Island, NE

Institute for Environmental Assessment, Inc. (IEA)
Ralston, NE

Alloy Specialty
Omaha, NE

cc: Marsha Kaslon, Community Development Division
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

P1092

RESOLUTION 2006-192

WHEREAS, the City of Grand Island was awarded a Community Development Block Grant from the State of Nebraska in the amount of \$296,113 for Owner-Occupied Residential Rehabilitation and Down Payment Assistance; and

WHEREAS, special considerations are necessary when undergoing rehabilitation projects involving pre-1978 housing due to the use of lead-based paint; and

WHEREAS, a portion of the grant money received has been earmarked to contract with a certified lead based paint risk assessor/inspector and for the use of an XRF machine to complete projects with lead-based paint issues; and

WHEREAS, the City of Grand Island invited proposals for Lead-Based Paint Specialized Services in accordance with a Request for Proposals on file with the Community Development Division of the Planning Department; and

WHEREAS, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Community Development Services, LLC of Plainview, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for the amount of \$11,500.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Community Development Services, LLC of Plainview, Nebraska, for lead-based paint specialized services in the amount of \$11,500 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
July 6, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G9

#2006-193 - Approving Subordination Request for 622 West 7th Street (Brenda Hack)

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: July 11, 2006

Subject: Subordination Request for 622 West 7th Street

Item #'s: G 9

Presenter(s): Marsha Kaslon, Community Development

Background

The City of Grand Island has a Deed of Trust filed on property owned by Brenda Hack at 622 West 7th Street in the amount of \$22,564.00. On July 11, 2005, Community Development Block Grant funds in the amount of \$22,564.00 were loaned to Brenda Hack, a single person, to assist in the rehabilitation of a home in the Community Development Block Grant program. The legal description is: Lot 6 (6), Block Sixteen (16), H.G. Clarks Addition, City of Grand Island, Hall County, Nebraska a/k/a 622 West 7th Street. The owner is requesting permission to assume a first mortgage, behind which the City would become the second mortgage.

Discussion

The City's current Deed of Trust is junior in priority to a Deed of Trust to Central Bank in the amount of \$22,564.00. A new lien in the amount of \$36,880.00 with Wells Fargo would replace the senior Deed of Trust. By law, the new Deed of Trust would be junior in priority to the City's lien, however, the new lender, Wells Fargo, has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The new appraised value of the property is \$55,000 and is sufficient to secure the first mortgage of \$22,564.00 and the City's mortgage of \$22,564.00. The City's loan of \$22,564.00 will be forgiven if the original owner of the property (Brenda Hack) resides in the house for a period of 5 years from the date the lien was filed which was July 11, 2006. The lien amount decreases 20% per year.

ALTERNATIVES

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

1. Approve the Subordination Request.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

RECOMMENDATION

City Administration recommends that the Council approves the Subordination Request.

Sample Motion

Recommend approval to the Grand Island City Council of the Subordination Agreement with Wells Fargo, placing the City in the junior position to the new Deed of Trust.

SUBORDINATION AGREEMENT

NOTICE; THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 11th day of July, 2006, by Brenda Hack, owner of the land hereinafter described and hereinafter referred to as "Owner", and Central Bank, present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH:

THAT, WHEREAS, Brenda Hack, a single person, DID EXECUTE a Deed of Trust dated July 1, 2005 to the City of Grand Island, covering:

Lot Six(6), Block Sixteen (16), H.G. Clarks Addition, City of
Grand Island, NE, Hall County, a/k/a 622 W. 7th Street

To secure a Note in the sum of \$23,159.85 dated July 1, 2005 in favor of the City of Grand Island, which Deed of Trust was recorded July 11, 2005 as Document No. 200506249 in the Official Register of Deeds Office of Hall County (remaining amount owed as of July 11, 2006 is \$18527.88); and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$36,880.00 dated July 11, 2005 in favor of Wells Fargo, hereinafter referred to as "Beneficiary" payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Beneficiary is willing to make said loan, provided the Deed of Trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Beneficiary; and

WHEREAS, it is to the mutual benefit of the parties hereto that Beneficiary make such loan to Owners; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Beneficiary to make the loan above referred to, it is hereby declared, understood, and agreed as follows:

- 1) That said Deed of Trust securing said Note in favor of Beneficiary, and any renewals or extensions thereof shall unconditionally be and remaining all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- 2) That Beneficiary would not make its loan above described without this Subordination Agreement.
- 3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- 1) He consents to and approves (i) of all provisions of the Note and Deed of Trust in favor of Beneficiary above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Beneficiary for the disbursement of the proceeds of Beneficiary's loan;
- 2) Beneficiary in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Beneficiary represented that it will, see to the application of such proceeds by the person or persons to whom Beneficiary disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- 3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Beneficiary above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- 4) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

By: _____

STATE OF NEBRASKA))
COUNTY OF HALL) ss

Sworn and Subscribed to before me this _____ day of _____, 2006.

Notary Public

RESOLUTION 2006-193

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated July 1, 2005 and recorded on July 11, 2005 as Instrument No. 0200506249, in the amount of \$22,564.00, secured by property located at 622 W. 7th Street and owned by Brenda L. Hack, a single person, said property being described as follows:

Lot Six (6), Block Sixteen (16), H.G. Clarks Addition to the City of Grand Island, Hall County, Nebraska.

WHEREAS, Brenda Hack wishes to execute a Deed of Trust and Note in the amount of \$36,880 with Wells Fargo Bank, N.A. to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from Brenda L. Hack, a single person, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Wells Fargo Bank, N.A., Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
July 6, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G10

**#2006-194 - Approving Change Order No. 1 with Chief
Construction for Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: July 11, 2006
Subject: Change Order #1 Law Enforcement Center
Item #'s: G-10
Presenter(s): Steven Lamken, Police Chief

Background

Due to the high cost of copper wire, Chief Construction has requested to use aluminum electrical feeder conductors for the Law Enforcement Center instead of copper. They have submitted their alternate with all materials to be used. Accepting the alternate results in a savings to the City of \$7,605.00

Discussion

The proposal was reviewed and approved by the project electrical engineer and architect. Accepting Change Order #1 will increase the contingency fund for the project by \$7,605.00 to a total of \$157,605.00.

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 Change Order #1 for the Law Enforcement Center.

Sample Motion

Motion to approve Change Order #1 for the construction of the Law Enforcement Center with Chief Construction of Grand Island, Nebraska for a savings to the City in the amount of \$7,605.00.

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	CHANGE ORDER NUMBER: 001 DATE: June 16, 2006	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	ARCHITECT'S PROJECT NUMBER: 0412 CONTRACT DATE: June 15, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Re: Proposal Request No. 1

Change electrical feeders from copper to aluminum.

(Value of this change: DEDUCT \$ 7,605.00)

The original Contract Sum was	\$ 7,406,080.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 7,406,080.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 7,406,080.00

The Contract Time will be increased by Sixty Five (65) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 20, 2007

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 0.00
The contingency allowance prior to this Change Order Was	\$ 150,000.00
The contingency allowance will be increased by this Change Order in the amount of	\$ 7,605.00
The new contingency allowance including this Change Order will be	\$ 157,605.00

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects

ARCHITECT (Firm name)

5799 Broadmoor, Suite 520, Mission,
Kansas 66208

ADDRESS

BY (Signature)

Tom Zahn

(Typed name)

DATE

6/22/06

Chief Construction Company

CONTRACTOR (Firm name)

2107 North South Road, Grand Island,
Nebraska 68803

ADDRESS

BY (Signature)

Grant Ackerman

(Typed name)

DATE

6/26/2006

City of Grand Island

OWNER (Firm name)

100 East 1st Street, Grand Island,
Nebraska 68801

ADDRESS

BY (Signature)

(Typed name)

DATE

RESOLUTION 2006-194

WHEREAS, on May 2, 2006, by Resolution 2006-151, the City of Grand Island awarded a bid in the total amount of \$7,406,080.00 (including alternate bids 2 and 3) for the construction of a Law Enforcement Center to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, due to the cost of copper wire, the contractor has recommended using aluminum instead of copper for the electrical feeder conductors for the project; and

WHEREAS, using aluminum rather than copper wiring for this project will result in a savings of \$7,605.00; and

WHEREAS, such change has been incorporated into Change Order No. 1.

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 Chief Construction Company of Grand Island, Nebraska to allow the use of aluminum rather than copper wiring for the electrical feeder conductors for the Law Enforcement Center.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
July 6, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item G11

#2006-195 - Approving FY 2006-2007 User Fee Schedule

Staff Contact: David Springer

Council Agenda Memo

From: David Springer, Finance Director
Meeting: July 11, 2006
Subject: Approving FY 2006-2007 User Fee Schedule
Item #'s: G-11
Presenter(s): David Springer, Finance Director

Background

The User Fee Schedule was reviewed at the June 20, 2006, City Council Study Session and is being presented this evening for council approval.

Discussion

There are no changes to the Fee Schedule which was presented at the Study Session.

Alternatives

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

1. Approve the FY2006-2007 User Fee Schedule.
2. Disapprove the schedule.
3. Modify the Schedule to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the 2006-2007 User Fee Schedule as presented.

Sample Motion

Approve the 2006-2007 User Fee Schedule as presented by staff.

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
BUILDING DEPARTMENT				
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation				
Estimated Valuations:				
1,000 - 1,600.00	24.00	25.00	25.00	26.00
1,601.00 - 1,700.00	26.00	27.00	27.00	28.00
1,701.00 - 1,800.00	30.00	31.00	31.00	32.00
1,801.00 - 1,900.00	33.00	34.00	34.00	35.00
1,901.00 - 2,000.00	35.00	36.00	36.00	37.00
For each additional 1,000 or fraction, to and including 25,000	35.00 plus 6.30	36.00 plus 6.40	36.00 plus 6.40	37.00 plus 6.50
25,001	179.90	183.20	183.20	186.50
For each additional 1,000 or fraction, to and including 50,000	179.90 plus 4.80	183.20 plus 4.90	183.20 plus 4.90	186.50 plus 5.00
50,001	299.90	305.70	305.70	311.50
For each additional 1,000 or fraction to and including 100,000			305.70 plus 3.50	311.50 plus 3.60
100,001 and up	3.00	3.10	3.10	3.20
For each additional 1,000 or fraction	469.90	480.70	480.70 plus 3.10	491.50 plus 3.20
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%	
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%	
Inspections outside of normal business hours	45.00	45.00	45.00	50.00
Reinspection Fee	45.00	45.00	45.00	50.00
Inspection for which no fee is specifically indicated	45.00	45.00	45.00	50.00
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one-half hour)	45.00	45.00	45.00	50.00
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved				
Electrical Contractors License issued between January 1 and June 30	165.00	165.00	165.00	
Electrical Contractors License issued between July 1 and December 31	115.00	115.00	115.00	
Electrical Contractors Consecutive Renewal	65.00	65.00	65.00	
Master and Journeyman Electric (annual)	10.00/card	10.00/card	10.00/card	
Master and Journeyman Gas (annual)	10.00/card	10.00/card	10.00/card	
Contracting Gas Fitters License issued between January 1 and June 30	165.00	165.00	165.00	
Contracting Gas Fitters License issued between July 1 and December 31	115.00	115.00	115.00	
Contracting Gas Fitters Consecutive Renewal	65.00	65.00	65.00	
Contracting Plumber License issued between January 1 and June 30	165.00	165.00	165.00	
Contracting Plumber License issued between July 1 and December 31	115.00	115.00	115.00	
Contracting Plumber, consecutive renewal	65.00	65.00	65.00	
Master and Journeyman Plumbing (annual)	10.00/card	10.00/card	10.00/card	
Water Cond. Contractors License issued between January 1 and June 30	165.00	165.00	165.00	
Water Cond. Contractors License issued between July 1 and December 31	115.00	115.00	115.00	
Water Cond. Contractors Consecutive Renewals	65.00	65.00	65.00	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
Annual Fee for water conditioning installers	10.00	10.00	10.00	
Contracting Sign Hanger License issued between January 1 and June 30	165.00	165.00	165.00	
Contracting Sign Hanger License issued between July 1 and December 31	115.00	115.00	115.00	
Contracting Sign Hanger Consecutive renewals	65.00	65.00	65.00	
Community Meeting Room Rental Fee First 4 hours	50.00	50.00	50.00	
Community Meeting Room Rental Fee each additional hour	5.00	5.00	5.00	
Council Chambers Rental Fee First 4 hours	50.00	50.00	50.00	
Council Chambers Rental Fee each additional hour	5.00	5.00	5.00	
Kitchen Rental (per month)	N/A	N/A	N/A	
Building Mover License issued between January 1 and June 30	165.00	165.00	165.00	
Building Mover License issued between July 1 and December 31	115.00	115.00	115.00	
Building Mover Consecutive Renewal	65.00	65.00	65.00	
Demolition License issued between January 1 and June 30	165.00	165.00	165.00	
Demolition License issued between July 1 and December 31	115.00	115.00	115.00	
Demolition Consecutive Renewal	65.00	65.00	65.00	
Mobile Home Park Registration (annual)				
Park with Facilities for 2 - 3 Mobile Homes	25.00	25.00	25.00	
Park with Facilities for 4 - 15 Mobile Homes	50.00	50.00	50.00	
Park with Facilities for 16 - 25 Mobile Homes	75.00	75.00	75.00	
Park with Facilities for 26 - 50 Mobile Homes	100.00	100.00	100.00	
Park with Facilities for 51 - 100 Mobile Homes	125.00	125.00	125.00	
Park with Facilities for over 100 Mobile Homes	175.00	175.00	175.00	
Mobile Sign Permit Fee for Special Event	100.00	100.00	100.00	
Mobile Sign Permit Fee for 45 days	65.00	65.00	65.00	
Temporary Buildings	65.00	65.00	65.00	
Water Well Registration (Groundwater Control Area Only)	50.00	50.00	50.00	
License Agreement	100.00	100.00	100.00	
Denial of application for license agreement	50.00	50.00	50.00	
Administration				
Board of Adjustment Prior to Construction	80.00	80.00	80.00	
Board of Adjustment After Construction/No Building Permit	235.00	235.00	235.00	
Board of Adjustment After Construction/Not Conform	400.00	400.00	400.00	
Conditional Use Permit	155.00	155.00	155.00	
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	
Haulers Permit (annual) Garbage	200.00	200.00	200.00	
Haulers Permit (annual) Refuse	65.00	65.00	65.00	
Pawnbroker License (annual)	65.00	65.00	65.00	
Liquor Licenses - Occupational Tax (annual)				
Class A Retail beer, on sale	200.00	200.00	200.00	
Class B Retail beer, off sale	50.00	50.00	50.00	200.00
Class C Retail liquor, on/off sale	500.00	500.00	500.00	600.00
Class D Retail liquor/beer, off sale	300.00	300.00	300.00	400.00
Class D1 Retail liquor/beer, off sale within zoning jurisdiction		300.00	300.00	400.00
Class H Non-profit organization	400.00	400.00	400.00	Delete
Class I Retail liquor, on sale	400.00	400.00	400.00	500.00
Class J Retail beer/wine, on sale	450.00	450.00	450.00	Delete
Class K Retail wine, off sale	250.00	250.00	250.00	Delete
Class L Brew Pub		500.00	500.00	
Class W Beer distributor	250.00	250.00	250.00	1000.00

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
Class X Alcoholic liquor distributor, except beer	500.00	500.00	500.00	1500.00
Liquor License - School Fees (annual)				
Class A Retail beer, on sale	100.00	100.00	100.00	
Class B Retail beer, off sale	25.00	25.00	25.00	100.00
Class C Retail liquor, on/off sale	250.00	250.00	250.00	300.00
Class H Non-profit organization	200.00	200.00	200.00	Delete
Class I Retail liquor, on sale	200.00	200.00	200.00	250.00
Class J Retail beer/wine, on sale	255.00	255.00	255.00	Delete
Class K Retail wine, off sale	125.00	125.00	125.00	Delete
Advertisement Fee For All Liquor License Applications	9.00	9.00	9.00	10.00
Special Designated Liquor License		20.00	20.00	40.00
Application fee for Request to Vacate Easement	75.00	75.00	75.00	
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	
Kitchen Rental (per month)	10.00	10.00	10.00	
Taxi Driver Permit (annual)	25.00	25.00	25.00	Delete
Taxi Cab	45.00	45.00	45.00	Delete
Additional Cab	10.00	10.00	10.00	Delete
Bingo Permit (annual)*	10.00*	10.00*	10.00*	
*Fees regulated by State of Nebraska				
Public Information				
DVD Tapes (per tape) (GITV)	10.00	10.00	10.00	20.00
Video Tapes (per tape) (GITV)	25.00	25.00	25.00	15.00
Special Employer/Employee Parking Permit	15.00	15.00	15.00	Chamber
Downtown Parking Stalls (hourly)	5.00	5.00	5.00	Chamber
Handicapped Parking Permit*	0.00	0.00	0.00	Finance
Sidewalk Vending Carts	50.00	50.00	50.00	Chamber
Sidewalk Café Permit	100.00	100.00	100.00	Chamber
EMERGENCY MANAGEMENT				
Alarm Registration Fee (yearly)	95.00	97.50	97.50	
Digital Alarm Monitoring Fee (yearly-registration fee included)	212.00	218.00	218.00	
Supervised Alarm Monitoring Fee (yearly-registration fee included)	365.00	375.00	375.00	
Alarm Central Service Fee (yearly)	145.00	149.00	149.00	
False Alarms (each)	100.00	103.00	103.00	
Audio Tapes (per tape, includes search costs)	25.00	25.75	25.75	
Video Alarm Monitor	1500.00	1545.00	1545.00	
Emergency Medical Dispatch Protocol included in billing	35.00	36.05	36.05	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
FIRE DEPARTMENT FEES				
Mask Inspection (each time) Annual	40.00 plus parts	40.00 plus parts	40.00 plus parts	
Mask Inspection (each time) Three Years	50.00 plus parts	50.00 plus parts	50.00 plus parts	
Recharge Air Cylinders	N/A	N/A	N/A	
Copy of Fire Report	10.00	10.00	10.00	
CPR Class New (each person)	30.00	30.00	30.00	0.00
CPR BLS Health Care Provider New (\$40.00/person, increments of 6 people) Books are \$13.00/person	\$240.00/6 people, plus books	\$240.00/6 people, plus books	\$240.00/6 people, plus books	
CPR Class Recertification (each time)	20.00	20.00	20.00	0.00
CPR Class Recertification (\$25.00/person, increments of 6 people) Books are \$13.00 each	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$150.00/6 people, plus books	
HeartSaver AED (\$25.00/person, increments of 6 people) Books are \$13.00	\$125.00/6 people, plus books	\$125.00/6 people, plus books	\$125.00/6 people, plus books	
HeartSaver CPR: All ages (\$35.00/person, increments of 6 people) Books are \$10.00 each	\$210.00/6 people, plus books	\$210.00/6 people, plus books	\$210.00/6 people, plus books	
HeartSaver CPR: Adults (\$20.00/person, increments of 6 people) Books are \$10.00 each	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	
HeartSaver CPR: Infant/child (\$20.00/person, increments of 6 people) Books are \$10.00 each	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	
CPR for Family/Friends: All ages (\$25.00/person, increments of 6 people) Books are \$10.00/6 people	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$150.00/6 people, plus books	
CPR for Family/Friends: Adult (\$20.00/person, increments of 6 people) Books are \$10.00/6 people	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	
CPR for Family/Friends: Infant/child (\$20.00/person, increments of 6 people) Books are \$10.00/6 people	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	
HeartSaver Facts (CPR/First Aid) (\$40.00/person, increments of 6 people) Books are \$27.00	\$240.00/6 people, plus books	\$240.00/6 people, plus books	\$240.00/6 people, plus books	
CPR/AED				
Temporary Structures				
Tents over 200 sq ft	N/A	N/A	N/A	
Canopies over 400 sq ft	N/A	N/A	N/A	
Child Care Inspection*				
Consultation	15.00	15.00	15.00	
0 - 8 people	30.00	30.00	40.00	
9 - 12 people	40.00	40.00	50.00	
13 + people	75.00	75.00	75.00	
Liquor Inspection (each)*				
Consumption	50.00	50.00	75.00	
Non-consumption	30.00	30.00	50.00	
Nursing Home, Health Care (each)*	75.00	75.00	75.00	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
Hospital (each inspection)*	100.00	100.00	150.00	
Foster Care Homes*	30.00	30.00	30.00	
FLST Installation (each installation)*	50.00	50.00	50.00	Delete
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	25%	
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	
Alarm System Review	50.00	50.00	50.00	
Sprinkler System Review	\$50.00/Riser + \$25.00 over 10 heads	\$50.00/Riser + \$25.00 over 10 heads	\$50.00/Riser + \$25.00 over 10 heads	\$50.00/Riser + \$25.00/design area
Hood System Review	30.00	30.00	30.00	
Suppression System (other)	30.00	30.00	30.00	
Fireworks Permit **used to be under Administration**		200.00	200.00	
*Fees regulated by State of Nebraska				
AMBULANCE DIVISION				
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 13.00 per mile	240.00	250.00	265.00	275.00
Per call for BLS emergency transportation, plus mileage, one way. 13.00 per mile	420.00	440.00	465.00	480.00
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 13.00 per mile	500.00	525.00	545.00	560.00
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 13.00 per mile	525.00	550.00	580.00	595.00
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 13.00 per mile	605.00	635.00	670.00	690.00
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	225.00	235.00	255.00	260.00
Additional Attendant	120.00	125.00	130.00	135.00
Specialty Care Transport	570.00	570.00	570.00	600.00
Mileage Fee, per patient mile	11.00	11.50	12.00	13.00
Standby Ambulance Service		\$75.00/hr	75.00/hr	
Paramedic Intercept	500.00	500.00	520.00	535.00
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.				
PARAMEDIC SERVICE RATES				
Oxygen	36.00	38.00	45.00	47.00
O.B. Kits	15.00	15.00	15.00	16.00
Splints (air and/or hare traction)	20.00	20.00	20.00	21.00
Spinal Immobilization	40.00	40.00	75.00	77.00
Advanced Airway			115.00	118.00
IV1 (if single IV is started)			45.00	46.00
IV2 (multiple IV's started)			75.00	77.00
Bandages			10.00	10.00
Combo Pad			40.00	42.00

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
HUMANE SOCIETY				
Pet License Fee - Un-neutered/un-spayed	18.00	18.00	20.00	
Pet License Fee - Neutered/Spayed	8.00	8.00	10.00	
Pet License Fee - Wild Animal	7.50	7.50	7.50	
Pet License Delinquent Fee	10.00	10.00	10.00	
Impoundment Fee	15.00 + cost of animal care	15.00 + cost of animal care	15.00 + cost of animal care	Delete
Impoundment Fee - 1st Offense*	25.00	25.00	25.00	
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00	
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00	
Impoundment Fee - 4th Offense*	100.00	100.00	100.00	
*Impoundment includes a per day boarding fee				
Boarding Fee - Impoundment	10.00/day	10.00/day	10.00/day	10.00 + tax/day
Boarding Fee - Rabies observation	15.00/day	15.00/day	15.00/day	15.00 + tax/day
Adoptions: Un-nuetered/unspayed				
Dogs & Puppies	85.00	85.00	85.00	
Cats & Kittens	75.00	75.00	75.00	
Adoptions: Nuetered/spayed				
Dogs	55.00	55.00	55.00	
Cats & Kittens	45.00	45.00	45.00	75.00
Pickup and disposal of dead animals at owner's request	12.00	12.00	12.00	20.00
Removal of wildlife from the home, garage or yard at home owner's request				
During business hours	10.00	10.00	10.00	15.00
After regular business hours	15.00	15.00	15.00	20.00
(No charge for removing skunks or bats)				
LIBRARY				
Overdue charge on Library Materials (per item per day)	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	
Interlibrary loan per item (plus postage)	2.00	2.00	2.00	
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	
Photocopy/Computer Print (mono, 11"x17")	0.20	0.20	0.20	
Photocopy/Computer Print (color, 8 1/2"x11")	0.70	0.70	0.70	
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	
Microform Reader-printer copy	0.40	0.40	0.40	
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	
FAX Services				
Outgoing	1st page 3.00	1st page 3.00	1st page 3.00	
	2-10 page 1.25	2-10 page 1.25	2-10 page 1.25	
Incoming	1st page 2.00	1st page 2.00	1st page 2.00	
	2-10 page 1.00	2-10 page 1.00	2-10 page 1.00	
Non-Resident Annual Card Fee	0.00	0.00	0.00	
Computer use for work processing, database, spreadsheet applications	0.00	0.00	0.00	
Purchase of computer disk	1.00/disk	1.00/disk	1.00/disk	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
PARKS AND RECREATION DEPARTMENT				
CEMETERY DIVISION				
Open/Close Grave (per burial) **oversize vault - add \$150.00**				
Adult	450.00	450.00	450.00	
Child	125.00	125.00	125.00	
Ashes	100.00	100.00	100.00	
After 4:00 pm Monday - Saturday (must leave gravesite by 4:30)				
Adult	600.00	600.00	600.00	
Child	175.00	175.00	175.00	
Ashes	150.00	150.00	150.00	
Sunday & Holiday Open/Close (per burial)				
Adult	650.00	700.00	700.00	750.00
Child	200.00	250.00	250.00	300.00
Ashes	175.00	200.00	200.00	250.00
Disinternment				
Adult	600.00	700.00	700.00	750.00
Child	175.00	200.00	200.00	250.00
Cremation	150.00	175.00	175.00	250.00
Tent/Equipment Use for Service (each use)	125.00	150.00	150.00	200.00
Burial Space				
One	450.00	450.00	450.00	
Two	900.00	900.00	900.00	
One-Half Lot (4 or 5 spaces)	1800.00	1800.00	1800.00	
Full Lot (8 or 10 spaces)	3600.00	3600.00	3600.00	
Babyland/or Cremation Space	100.00	100.00	100.00	
Transfer Deed (each new deed)	20.00	25.00	25.00	
House Rental - 3168 Stolley Park Rd/per month	160.00	160.00	160.00	
RECREATION DIVISION				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Playground Equipment Rental (daily)	Eliminated	Eliminated	Eliminated	
Volleyball Equipment Rental (daily)	Eliminated	Eliminated	Eliminated	
Bleacher Rental (daily)	30.00	Eliminated	Eliminated	
Volleyball Program (per game)				
League Play - Per Team***	16.00	16.00	16.00	
Basketball Program (per game)				
League Play - Per Team***	22.00	22.00	22.00	
League A - Per Team***				
League B - Per Team***				
League C - Per Team***				
Flag Football Program (per game)				
League Play - Per Team***	30.00	30.00	30.00	
Playground Program (per session)				
Fee per Child	Free	Free	Free	
***Volleyball, Basketball and Flag Football program fees determined by the number of teams signed up to play.				
Lifeguard Training	85.00	85.00	85.00	
Lifeguard Instructor Training	85.00	85.00	85.00	
Water Safety Instructor Training	85.00	85.00	85.00	
Lifeguard Refresher Course	25.00	25.00	25.00	
Guard Start	45.00	45.00	45.00	
Professional CPR Training	40.00	40.00	40.00	
Professional CPR Recertification	25.00	25.00	25.00	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
AQUATICS				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Lincoln Pool				
Daily Fees - 4 & under w/paying adult	Free	Free	Free	
Daily Fees - 5 to 15	2.25	2.25	2.25	
Daily Fees - 16 to 54	3.25	3.25	3.25	
Daily Fees - 55 & Over	2.25	2.25	2.25	
Pool Rental	65.00/hr	65.00/hr	65.00/hr	
Season Passes				
Children 5 - 15	30.00	30.00	30.00	
Adults 16 to 54	40.00	40.00	40.00	
Adults 55 and over	30.00	30.00	30.00	
Husband or Wife and Family	75.00	75.00	75.00	
Family	100.00	100.00	100.00	
Lincoln Swimming Lessons per person/per session	18.00	18.00	18.00	
WATER PARK				
Locker Rental	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	
Inner Tube Rental - Single	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	
Daily Fees				
Children 4 & under w/paying adult	Free	Free	Free	
Children 5 to 15	4.25	4.50	4.75	5.00
Adults 16 to 54	5.25	5.50	5.75	6.00
Adults 55 and over	4.25	4.50	4.75	5.00
Twilight Fee after 7:00 pm	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	
Family One Day Pass (Family includes two adults and up to four children)	18.00	19.00	20.00	
Season Passes				
Children 5 to 15	60.00	65.00	65.00	
Adults 16 to 54	70.00	75.00	75.00	
Adults 55 and over	60.00	65.00	65.00	
Husband or Wife and Family	130.00	140.00	140.00	
Family	160.00	170.00	170.00	
Replace Season Pass	5.00	5.00	5.00	
Group Fees - Age Group				
10-29 people 5 to 15	4.00	4.25	4.50	
10-29 people 16 to 54	5.00	5.25	5.50	
10-29 people 55 and over	4.00	4.25	4.50	4.75
30-59 people 5 to 15	3.75	4.00	4.25	4.50
30-59 people 16 to 54	4.75	5.00	5.25	4.50
30-59 people 55 and over	3.75	4.00	4.25	4.50

Proposed Fee Schedule for 2007				
		2004	2005	2006
				2007
60+ people	5 to 15	3.50	3.75	4.00
60+ people	16 to 54	4.50	4.75	5.00
60+ people	55 and over	3.50	3.75	4.00
Consignment Program - Island Oasis				
Age 5-15				4.00
Age 15-55				5.00
55 - Over				4.00
Pool Rental		300.00/1 hr, includes the use of inner tubes	325.00/1hr, includes the use of inner tubes	350.00/1 hr, includes the use of inner tubes
Swimming Lessons		18.00 per session	18.00 per session	18.00 per session
GOLF COURSE				20.00 per session
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
Weekday Golfing				
9 holes		9.50	10.50	11.55
18 holes		12.50	13.50	14.85
Weekend/Holiday Golfing				
9 holes		11.50	12.75	14.00
18 holes		14.50	15.75	17.30
Passes (annual)				
Adult Seven Day		415.00	450.00	495.00
Additional Family Member		180.00	200.00	220.00
Family Pass		595.00	650.00	715.00
Adult Five Day Pass (Mon-Fri only)		305.00	335.00	368.00
Junior Pass (age 18 & under, excludes holidays and weekends)		235.00	260.00	285.00
Senior Pass (age 55 & older, excludes holidays and weekends)		235.00	260.00	285.00
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)		1.41	1.87	1.87
Cart Rental				
9 holes		N/A	N/A	N/A
18 holes		N/A	N/A	N/A
9 holes, two riders		14.00	14.00	14.00
18 holes, two riders		22.00	22.00	22.00
9 holes, one rider		7.00	7.00	7.00
18 holes, one rider		11.00	11.00	11.00
Can of Beer		2.00	2.25	2.25
Group Fees				
25 - Rounds		287.50	287.50	316.25
50 - Rounds		550.00	550.00	605.00
100 - Rounds		1050.00	1050.00	1155.00
200 - Rounds		2000.00	2000.00	2200.00

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
HEARTLAND PUBLIC SHOOTING PARK				
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
Adult Skeet/trap per round (25 targets/round) Regular			5.00	5.00
Adult Skeet/trap per round (25 targets/round) Consultant				3.50
Skeet/Trap Punch Card rate - 12 rounds @ 4.34/round Regular			55.00	55.00
Skeet/Trap Punch Card rate - 12 rounds @ 4.34/round Consultant				38.50
Skeet/Trap - Youth Rate (age 18 & under) Regular			2.50	3.50
Skeet/Trap - Youth Rate (age 18 & under) Consultant				2.50
Adult Sporting Clays per round (50 targets/round) Regular			15.00	15.00
Adult Sporting Clays per round (50 targets/round) Consultant				12.00
Sporting Clays - Punch Card rate - 5 rounds @ 13.27/round Regular			70.00	70.00
Sporting Clays - Punch Card rate - 5 rounds @ 13.27/round Consultant				55.00
Sporting Clays - Youth Rate (age 18 & under) Regular			7.50	7.50
Sporting Clays - Youth Rate (age 18 & under) Consultant				6.00
Counters				.22 per target
PLANNING DEPARTMENT				
Zoning				
Zoning Map Amendment: Grand Island	275.00	300.00	300.00	350.00
Zoning Map Amendment: Hall County	275.00	300.00	300.00	350.00
Zoning Map Amendment: Villages	275.00	300.00	300.00	350.00
Ordinance Amendment	225.00	275.00	275.00	400.00
CD, RD, TD Rezoning, Grand Island	500.00	500.00	500.00	
P.U. D. Rezoning, Hall County (4 or less lots)	225.00	225.00	225.00	250.00
P.U. D. Rezoning, Hall County (5 or more lots)	325.00 plus 10.00/lot	325.00 plus 10.00/lot	325.00 plus 10.00/lot	350.00 plus 10.00/lot
Subdivisions				
Preliminary Plat	325.00 plus 10.00/lot	325.00 plus 10.00/lot	325.00 plus 10.00/lot	350.00 plus 10.00/lot
Final Plat - Administrative Approval				
Within Grand Island City Limits	25.00	25.00	25.00	
Addition to Grand Island	25.00	25.00	25.00	
Alda & Doniphan	25.00	25.00	25.00	
Final Plat				
Within Grand Island City Limits	250.00	275.00	275.00	300.00
Addition to Grand Island	250.00	275.00	275.00	300.00
2 mile Grand Island limit	250.00	275.00	275.00	300.00
Elsewhere in Hall County	145.00	175.00	175.00	200.00
One lot in Grand Island	250.00	275.00	275.00	300.00
Vacation of Plat	145.00	175.00	175.00	200.00
Lots more than 10 acres				
Within Grand Island City Limits	250.00	275.00	275.00	300.00
Additions to Grand Island	250.00	275.00	275.00	300.00
2 mile Grand Island limit	250.00	275.00	275.00	300.00
Comprehensive Plan				
Map Amendment	275.00	300.00	300.00	350.00
Text Amendment	200.00	275.00	275.00	350.00
Publications				
Grand Island Street Directory	5.00	10.00	10.00	
Comprehensive Plan				
Grand Island	75.00	75.00	75.00	
Other Municipalities	50.00	50.00	50.00	
Zoning Ordinances				
Grand Island	15.00	15.00	15.00	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
Other Municipalities	10.00	10.00	10.00	
Subdivision regulations				
Grand Island	15.00	15.00	15.00	
Other Municipalities	10.00	10.00	10.00	
Grand Island				
800 Scale Zoning Map Unassembled	100.00	100.00	100.00	
Generalized Zoning Map	35.00	35.00	35.00	
Future Land Use Map	35.00	35.00	35.00	
Grand Island Street Map	10.00	10.00	10.00	
Hall County				
Zoning Map Generalized	20.00	20.00	20.00	
Zoning Map 2" = 1 mile	40.00	40.00	40.00	
Road Map	10.00	10.00	10.00	
Wood River, Cairo, Doniphan, Alda				
Basemap	5.00	5.00	5.00	
Zoning Map	25.00	25.00	25.00	
Other Maps				
School District Maps	25.00	25.00	25.00	
Election District Maps	25.00	25.00	25.00	
Fire District Maps	25.00	25.00	25.00	
Custom Printed Maps	8.50/sq foot in	8.50/sq foot in	8.50/sq foot in	9.50/sq foot in
Electronic Publications				
GIS Data CD	50.00	50.00	50.00	
Aerial Photograph CD (MrSID Format)	50.00	50.00	50.00	
Comprehensive Plans All Jurisdictions	50.00	50.00	50.00	
Zoning and Subdivision Regulations All Jurisdictions	20.00	20.00	20.00	
ArcPublisher Basemap All Jurisdictions	100.00	100.00	100.00	
Custom ArcPublisher Map	100.00 plus 40.00/hr	100.00 plus 40.00/hr	100.00 plus 40.00/hr	
Research & Documentation Fee			75.00/ hr Minimum 2 hr	
POLICE DEPARTMENT				
Copy of Reports (see below)	2.00	2.00	2.00	
Copy of Records 1-5 pages (for all pages, not each page)	1.00	1.00	1.00	
Copy of Records 6-10 pages (for all pages, not each page)	2.00	2.00	2.00	
Copy of Records 11-15 pages (for all pages, not each page)	3.00	3.00	3.00	
Bicycle License (one time)	2.50	0.00	0.00	
Firearms Permit		5.00	5.00	
Criminal Record Check (one time)	10.00	10.00	10.00	
Towing Fee - Day		60.00	60.00	
Towing Fee - Night		80.00	80.00	
Impoundment Fee for Abandoned Vehicle	30.00	30.00	30.00	
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00	
Alcohol Test for DUI (each time)	55.00	95.00	105.00	
Solicitor's Permit (30 day permit) *used to be under Administration		25.00	25.00	
Solicitation Permit (per year) * used to be under Administration		No longer available	No longer available	
Solicitor's Permit - Application Fee (Nonrefundable)		25.00	25.00	
Street Vendor's Permit - Application Fee (Nonrefundable)		25.00	25.00	
Street Vendor's Permit - 30 days		25.00	25.00	
Street Vendor's Permit - 90 days		60.00	60.00	
Street Vendor's Permit - 365 days		200.00	200.00	
Parking Ramp Permit Fees:				
Lower Level:"Reserved Monthly"	25.00/month	25.00/month	25.00/month	
Middle & Upper levels: "Reserved Monthly"	20.00/month	15.00/month	15.00/month	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
Reserved Daily Parking	1.00	0-2 hours/free	0-2 hours/free	
Reserved Daily Parking	2.00	Over 2 hours/5.00 per hour	Over 2 hours/5.00 per hour	
Police Issued Parking Tickets (tickets issued away from downtown)		10.00	10.00	
Parking Ramp Boot Fee		25.00	25.00	
Chamber Lot Parking Fee		10.00/year	10.00/year	
Chamber Lot Boot Fee		25.00	25.00	
PUBLIC WORKS DEPARTMENT				
Engineering				
Cut and/or Opening Permit	15.00	15.00	15.00	
Sidewalk and/or Driveway permit	15.00	15.00	15.00	
Tap Permit	25.00	30.00	30.00	
GIS CD	50.00	50.00	50.00	
s.f. Mylar Sepia	2.25	2.25	2.25	
Traffic Count Map	10.00	10.00	10.00	
Aerial Photos - Individuals, businesses and consultants working for profit	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.50/sf	
Directory Map	Planning sells	Planning sells	Planning sells	
Aerial Photos - on CD (TIFF Format)				
Computer setup	15.00	15.00	15.00	
Quarter Section or any part thereof	5.00	5.00	5.00	
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	15.00	
License Agreement Application (Non-refundable)	100.00	100.00	100.00	
License Agreement Appeal	50.00	50.00	50.00	
Permit and Plan Review Fee	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	.50/sf	
Application for vacation of Right-of-Way or Easement (Non-refundable)			100.00	
STREET AND TRANSPORTATION				
Pavement cut (sawed), whether bituminous or concrete	3.00/lf + 14.00 callout	3.00/lf + 14.00 callout	3.00/lf + 14.00 callout	
Curb section milling for driveways	6.50/lf + 22.00 call out & permits	6.50/lf + 22.00 call out & permits	6.50/lf + 22.00 call out & permits	
Remove & replace 4" Concrete Sidewalk	3.75/sf	3.75/sf	3.75/sf	
Remove & replace 5" Concrete Sidewalk or Drive	4.00/sf	4.00/sf	4.00/sf	
Replace 6" Concrete Paving with 7" Concrete Paving	31.00/sy	31.00/sy	31.00/sy	
Add 1 inch additional thickness over 6" concrete pavement	2.50/sy	2.50/sy	2.50/sy	
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	38.00/sy	38.00/sy	38.00/sy	
Replacement of 6" bituminous surfaced pavement without a concrete base	30.00/sy	30.00/sy	30.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving	23.50/sy	23.50/sy	23.50/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off season)	30.00/sy	30.00/sy	30.00/sy	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
WASTEWATER TREATMENT (as Approved by Ordinance)				
Sewer Tap Permit	30.00	30.00	30.00	
Cost per 100 cubic feet	1.15	1.21	1.25	1.29
Sewer Service Charge per month	6.98	7.33	7.55	7.78
Industrial Waste Surcharge				
BOD Charge \$/lb over 300 mg/l	0.2379	0.2498	0.2573	0.265
SS Charge \$/lb over 300 mg/l	0.1844	0.1936	0.1994	0.2054
Oil & Grease \$/lb over 100 mg/l	0.0097	0.0102	0.0105	0.0108
Hydrogen Sulfide \$/lb over 0 mg/l				
Hydrogen Sulfide charges for industries discharging directly into City's Wastewater Treatment Plant = \$8132.32/per month PLUS	0.1062	0.1115	0.1148	0.1182
Ammonia \$/lb over 30 mg/l	0.316	0.3318	0.3418	0.3521
Industrial Service Four-Part Charge				
Flow Charge (\$/hcf)	0.3543	0.372	0.3832	0.3947
BOD Charge (\$/lb over 0 mg/l)	0.2379	0.2498	0.2573	0.265
SS Charge (\$/lb over 0 mg/l)	0.1844	0.1936	0.1994	0.2054
Oil & Grease (\$/lb over 0 mg/l)	0.0097	0.0102	0.0105	0.0108
Hydrogen Sulfide (\$/lb over 0 mg/l)				
Hydrogen Sulfide charges for industries discharging directly into City's Wastewater Treatment Plant = \$8132.32/per month PLUS	0.1062	0.1115	0.1148	0.1182
Ammonia (\$/lb over 0 mg/l)	0.316	0.3318	0.3418	0.3521
Minimum Charges	16.31	17.13	17.64	18.17
Charges for Septic Tank Sludge Minimum Fee	6.49	6.81	7.01	7.22
Charges for Septic Tank Sludge per 100 gallons	5.90	6.20	6.39	6.58
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	.50/lf	0.53/lf	0.55	0.57
SOLID WASTE				
Minimum Charge (Landfill)	1 ton	1 ton	1 ton	
Minimum Charge (Transfer Station)	12.00	12.00	12.00	
A penalty will be applied at both locations (Transfer Station and Landfill) when the delivering vehicle is not properly equipped or the load is not completely covered.				
Amounts contained within less than 75% of vehicle's cargo area	N/A	N/A	N/A	
Amounts contained within less than 100% but more than 75% of the vehicle's cargo area	N/A	N/A	N/A	
Passenger tire	3.25/tire	3.25/tire	3.25/tire	
Passenger tire on rim	13.25/tire	13.25/tire	13.25/tire	
Truck tire	10.00/tire	10.00/tire	10.00/tire	
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire	
Implement tire	25.00/tire	25.00/tire	25.00/tire	
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire	
Special Waste (as designated by Superintendent)	Double the applicable rate	Double the applicable rate	Double the applicable rate	
Drive Off Fees	25.00	25.00	25.00	
*Fee set by Superintendent based on product received				
LANDFILL SITE				
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.				
General Refuse, solid waste (Residential Packer Truck)	27.00/ton	27.50/ton	27.50/ton	
General Refuse, solid waste-- and demolition material (Commercial/Rolloffs)	30.60/ton	31.20/ton	31.20/ton	
General Refuse - in county	N/A	N/A	N/A	
General Refuse - long term out of county	N/A	N/A	N/A	
General Refuse - short term out of county	N/A	N/A	N/A	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
Contaminated Soil	15.00/ton	15.00/ton	15.00/ton	
Contaminated Soil - in county	N/A	N/A	N/A	
Contaminated Soil - long term out of county	N/A	N/A	N/A	
Contaminated Soil - short term out of county	N/A	N/A	N/A	
Street Sweepings	4.00/ton	4.00/ton	4.00/ton	
Liquid waste - sludge	not accepted	not accepted	not accepted	
Asbestos	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	
Asbestos - in county	N/A	N/A	N/A	
Asbestos - long term out of county	N/A	N/A	N/A	
Asbestos - short term out of county	N/A	N/A	N/A	
Tails & by-products	33.70/ton	34.40/ton	34.40/ton	
Set pricing for special projects with the approval of the Public Works Director and City Administrator				
TRANSFER STATION				
General Refuse, solid waste (Residential Packer Truck)	29.25/ton	29.85/ton	29.85/ton	
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	36.40/ton	37.10/ton	37.10/ton	
General Refuse - in county	N/A	N/A	N/A	
General Refuse - long term out of county	N/A	N/A	N/A	
General Refuse - short term out of county	N/A	N/A	N/A	
COMPOST SITE				
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler				
Private Vehicles Yard Waste - clean grass, leaves or other compostable yard and garden waste	No Charge	No Charge	No Charge	
Commercial Hauler Yard Waste - clean grass, leaves or other compostable yard and garden waste	36.40/ton	37.10/ton	37.10/ton	
Clean lumber, trees or branches - limbs and whole trees must be 10" or less in diameter	36.40/ton	37.10/ton	37.10/ton	
ELECTRIC DEPARTMENT (As approved by Ordinance)				
Residential Service (Rate 010) - Customer Charge	1.00/month	5.00/month	5.00/month	5.00/month
Residential Service (Rate 010) - Summer Rate (June - October)				
First 300 kwh	0.071/kwh	0.074/kwh	0.077/kwh	0.086/kwh
Next 700 kwh	0.046/kwh	0.049/kwh	0.052/kwh	0.061/kwh
All additional kwh	0.053/kwh	0.055/kwh	0.059/kwh	0.068/kwh
Plus applicable power cost adjustment				
Residential Service (Rate 010) - Winter Rate (November - May)				
First 300 kwh	0.071/kwh	0.074/kwh	0.077/kwh	0.086/kwh
Next 700 kwh	0.046/kwh	0.049/kwh	0.052/kwh	0.061/kwh
All additional kwh	0.027/kwh	0.029/kwh	0.031/kwh	0.040/kwh
Plus applicable power cost adjustment				
Minimum monthly bill	4.00/month	5.00/month	5.00/month	5.00/month
Single-Phase Commercial (Rate 030) - Customer Charge	7.00/month	7.00/month	7.00/month	7.00/month
Single-Phase Commercial Service (Rate 030)				
First 350 kwh	0.074 per kwh	0.080 per kwh	0.082 per kwh	0.091 per kwh
Next 650 kwh	0.063 per kwh	0.070 per kwh	0.072 per kwh	0.081 per kwh
Next 1,500 kwh	0.057 per kwh	0.064 per kwh	0.066 per kwh	0.075 per kwh
Next 2,500 kwh	0.053 per kwh	0.060 per kwh	0.062 per kwh	0.071 per kwh
Next 5,000 kwh	0.047 per kwh	0.053 per kwh	0.056 per kwh	0.065 per kwh

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
Over 10,000 kwh	0.045 per kwh	0.050 per kwh	0.053 per kwh	0.062 per kwh
Plus applicable power cost adjustment				
Minimum monthly bill	7.00/month	7.00/month	7.00/month	7.00/month
3% reduction in energy billed if user owns and maintains all necessary transformation equipment and structures. Does not apply to the minimum stated.				
2% reduction in energy billed if energy is metered on the primary side (7.2 KV or above) of the service. Does not apply to the minimum stated.				
Three-Phase Commercial (Rate 050) - Customer Charge	7.00/month	10.00/month	10.00/month	10.00/month
Three-Phase Commercial Service (Rate 050) - Summer Rate (June - October)				
First 1,000 kwh	0.067 per kwh	0.075 per kwh	0.079 per kwh	0.088 per kwh
Next 1,500 kwh	0.060 per kwh	0.068 per kwh	0.071 per kwh	0.080 per kwh
Next 2,500 kwh	0.056 per kwh	0.064 per kwh	0.067 per kwh	0.076 per kwh
Next 15,000 kwh	0.051 per kwh	0.058 per kwh	0.061 per kwh	0.070 per kwh
Over 20,000 kwh	0.048 per kwh	0.055 per kwh	0.058 per kwh	0.067 per kwh
Plus applicable power cost adjustment				
The minimum shall in no event be less than \$0.70 per month per connected horsepower				
Three-Phase Commercial Service (Rate 050) - Winter Rate (November - May)				
First 500 kwh	0.067 per kwh	0.075 per kwh	0.079 per kwh	0.088 per kwh
Next 1,000 kwh	0.060 per kwh	0.068 per kwh	0.071 per kwh	0.080 per kwh
Next 2,500 kwh	0.048 per kwh	0.055 per kwh	0.058 per kwh	0.067 per kwh
Over 4,000 kwh	0.045 per kwh	0.052 per kwh	0.055 per kwh	0.064 per kwh
Plus applicable power cost adjustment				
Minimum monthly bill	7.00/month	10.00/month	10.00/month	10.00/month
The minimum shall in no event be less than \$0.70 per month per connected horsepower				
3% reduction in energy billed if user owns and maintains all necessary transformation equipment and structures. Does not apply to the minimum stated.				
2% reduction in energy billed if energy is metered on the primary side (7.2 KV or above) of the service. Does not apply to the minimum stated.				
Three-Phase Power (Rate 100) - Customer Charge	300.00/month	300.00/month	300.00/month	300.00/month
Three-Phase Power (Rate 100) - Demand Charge	7.00/kw of billing demand	8.00/kw of billing demand	8.50/kw of billing demand	8.50/kw of billing demand
During the months of June through October, the billing demand shall be the Summer Demand. During the months of November through May, the Billing Demand shall be the measured Monthly Demand, but not more than the Summer Demand nor less than 65% of the Summer Demand.				
Three-Phase Power Service (Rate 100)				
First 450 hours of monthly demand	0.0220/kwh	0.0265/kwh	0.0275/kwh	0.0365/kwh
All addition energy usgae	0.0170/kwh	0.0200/kwh	0.0210/kwh	0.0300/kwh
Plus applicable power cost adjustment				
Minimum monthly bill	\$650/month	\$700/month	\$700/month	\$700/month
5% reduction in demand billed if user owns and maintains all necessary transformation equipment and structures. Does not apply to the minimum stated.				

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
3% reduction in energy billed if energy is metered on the primary side (7.2 KV or above) of the service. Does not apply to the minimum stated.				0.76/watt per year (billed monthly)
Area Floodlighting Service (Rate 114)		0.70/watt per year (billed monthly)	0.72/watt per year (billed monthly)	
100 watt, 9,500 lumen, high pressure sodium vapor luminaire (billed monthly)	5.95/unit			
200 watt, 22,000 lumen, high pressure sodium vapor luminaire (billed monthly)	11.90/unit			
400 watt, 50,000 lumen, high pressure sodium vapor luminaire (billed monthly)	17.65/unit			
WATER DEPARTMENT (As Approved by Ordinance)				
Minimum Monthly Charge (500 Cubic Feet)	6.41	6.41	6.66	7.26
First 500 Cubic Feet	1.282 per 100 cubic feet	1.282 per 100 cubic feet	1.332 per 100 cubic feet	1.452 per 100 cubic feet
Next 500 Cubic Feet	0.510 per 100 cubic feet	0.510 per 100 cubic feet	0.560 per 100 cubic feet	0.680 per 100 cubic feet
Next 500 Cubic Feet	0.502 per 100 cubic feet	0.502 per 100 cubic feet	0.552 per 100 cubic feet	0.672 per 100 cubic feet
Next 2,500 Cubic Feet	0.502 per 100 cubic feet	0.502 per 100 cubic feet	0.625 per 100 cubic feet	0.745 per 100 cubic feet
Next 6,000 Cubic Feet	0.449 per 100 cubic feet	0.449 per 100 cubic feet	0.572 per 100 cubic feet	0.692 per 100 cubic feet
Next 90,000 Cubic Feet	0.392 per 100 cubic feet	0.392 per 100 cubic feet	0.515 per 100 cubic feet	0.635 per 100 cubic feet
Next 100,000 Cubic Feet	0.314 per 100 cubic feet	0.314 per 100 cubic feet	0.437 per 100 cubic feet	0.557 per 100 cubic feet
Over 200,000 Cubic Feet	0.276 per 100 cubic feet	0.276 per 100 cubic feet	0.399 per 100 cubic feet	0.519 per 100 cubic feet
Plus customer charge per month for unfunded federal mandates for the Clean Water Act and the City's backflow program, in addition to the regular rates charged for water furnished to the customer.	0.30	0.30	0.30	0.30
UTILITY SERVICE FEES				
	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	
Late Charge (payment not received prior to next billing)				
Return Check Charge	20.00	20.00	20.00	25.00
Turn on Charge (non payment)	25.00	30.00	30.00	
After 4:30 pm on a business day Turn on Charge (non payment)	125.00	130.00	175.00	200.00
Backflow Processing Fee	2.00/month	2.00/month	2.00/month	
Temporary Commercial Electric Service	95.00	105.00	105.00	115.00
Service Charge (new connections, transfer service)	13.00	14.00	14.00	15.00
Fire Sprinkler System Connection Fee	73.54/yr	73.54/yr	80.52/yr	90.72/yr
Temporary Water Meter on Fire Hydrant	60.00	70.00	70.00	80.00
Locate Stop Box	25.00	30.00	30.00	
Pole Attachment Fee	4.00/yr	4.00/yr	4.00/yr	
Water Service				
3/4"	745.00	785.00	990.00	
1"	780.00	855.00	1070.00	
Excavation Credit	115.00	115.00	125.00	

Proposed Fee Schedule for 2007				
	2004	2005	2006	2007
Bill and collect Sewer (monthly charge)	8050.00	8550.00	8550.00	8650.00
Unauthorized re-connections				100.00
FINANCE DEPARTMENT FEES				
Returned Check Charge (All City Departments)			20.00	25.00
Handicap Parking Permit	0.00	0.00	0.00	0.00

R E S O L U T I O N 2006-195

WHEREAS, the Mayor and City Council of the City of Grand Island have established fees for items and services provided to its citizens; and

WHEREAS, the Fee Schedule attached hereto as Exhibit "A" sets out the proposed fees for such items and services to be provided during the 2006-2007 fiscal year; and

WHEREAS, it is recommended that such Fee Schedule be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Fee Schedule attached hereto as Exhibit "A" is hereby approved and adopted effective October 1, 2006.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item I1

#2006-196 - Consideration of Full Time Equivalents

Staff Contact: David Springer

Council Agenda Memo

From: David Springer, Finance Director

Meeting: July 11, 2006

Subject: Approving FY 2006-2007 FTE Requests and Changes

Item #'s: I-1

Presenter(s): David Springer, Finance Director

Background

At the June 20, 2006 Study Session, Council reviewed proposed staffing changes and requests for Full Time Equivalent Employees (FTE). The proposal as recommended by Administration facilitated a streamlining of operations which included a reduction in force of three personnel. The net result was a reduction of 1.45 FTE's and \$97,377 city-wide.

Discussion

As we proceed with the budget process, it is necessary to project next year's manning and personnel costs. Thus, Council needs to provide direction to staff and approve the recommendation, or modify it as they see fit.

Alternatives

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

1. Approve the recommendation for requested FTE's and changes.
2. Modify the request to meet the policy direction of the Council.
3. Post pone the issue to a future date.

Recommendation

City Administration recommends that the FTE requests and changes be approved.

Sample Motion

A motion to approve the FTE requests and changes as recommended.

SUMMARY OF REQUESTED FTE'S, FISCAL YEAR 2006-2007

(Five Year Financial Impact)

Dept Number	Department Name	FTE Changes Requested	PERSONAL COST				
			2006-7 Estimate	2007-8 Estimate	2008-9 Estimate	2009-10 Estimate	2010-11 Estimate
GENERAL GOVERNMENT							
111 ADMINISTRATION							
	Less: Administrative Secretary	(1.00)	(\$53,785)	(\$55,399)	(\$57,061)	(\$58,772)	(\$60,535)
114 FINANCE							
	Less: Accountant	(1.00)	(\$62,612)	(\$64,490)	(\$66,425)	(\$68,418)	(\$70,470)
115 LEGAL							
	Less: Legal Assistant	(1.00)	(\$66,276)	(\$68,264)	(\$70,312)	(\$72,422)	(\$74,594)
PUBLIC SAFETY							
223 POLICE							
	Evidence Technician	1.00	\$41,639	\$42,888	\$44,175	\$45,500	\$46,865
	Less: Community Service Officer	(0.75)	(\$19,361)	(\$19,942)	(\$20,540)	(\$21,156)	(\$21,791)
	Total Police	0.25	\$22,278	\$22,946	\$23,635	\$24,344	\$25,074
PUBLIC WORKS							
330 ENGINEERING							
	Less: Public Works Secretary	(1.00)	(\$44,443)	(\$45,776)	(\$47,150)	(\$48,564)	(\$50,021)
COMMUNITY ENVIRONMENT & LEISURE							
443 LIBRARY							
	Library Secretary	1.00	\$47,021	\$48,432	\$49,885	\$51,381	\$52,923
	Less: Library Secretary	(0.70)	(\$21,454)	(\$22,098)	(\$22,761)	(\$23,443)	(\$24,147)
	Total Library	0.30	\$25,567	\$26,334	\$27,124	\$27,938	\$28,776
444 PARK OPERATIONS							
	Maintenance Worker - Parks	1.00	\$45,344	\$46,704	\$48,105	\$49,549	\$51,035
	Less: Senior Maintenance Worker - Parks	(1.00)	(\$59,566)	(\$61,353)	(\$63,194)	(\$65,089)	(\$67,042)
		0.00	(14,222)	(14,649)	(15,088)	(15,541)	(16,007)
448 HEARTLAND PUBLIC SHOOTING PARK							
	Maintenance Worker - Parks	1.00	\$43,967	\$45,286	\$46,645	\$48,044	\$49,485
PROPERTY TAX REQUIREMENT							
GENERAL GOVERNMENT		(3.00)	(182,673)	(188,153)	(193,798)	(199,612)	(205,600)
PUBLIC SAFETY		0.25	22,278	22,946	23,635	24,344	25,074
PUBLIC WORKS		(1.00)	(44,443)	(45,776)	(47,150)	(48,564)	(50,021)
COMMUNITY ENVIRONMENT & LEISURE		1.30	55,312	56,971	58,681	60,441	62,254
GENERAL FUND PROPERTY TAX REQUIREMENT		(2.45)	(\$149,526)	(\$154,012)	(\$158,632)	(\$163,391)	(\$168,293)
		=====	=====	=====	=====	=====	=====
INTERNAL SERVICE FUND							
605 INFORMATION TECHNOLOGY							
	Computer Programmer	1.000	\$52,149	\$53,713	\$55,325	\$56,985	\$58,694
TOTAL CITY		(1.450)	(97,377)	(100,298)	(103,307)	(106,406)	(109,599)

Steve, if I am unable to meet with you before Tuesday, I am writing this to explain my view on the shooting facility. I shoot mostly trap and skeet out at the park. This is currently a beautiful facility with much potential. The people involved have done a wonderful job. I am not for or against further development of the park because I have no information to go on. I do not believe we should continue on, based on faith but by a business plan that was asked for 1 1/2 years ago.

I will list some concerns and observation that I have. I realize this may difficult to answer in the short period of time before Tuesday.

1. How much money has been spent so far and how much is planned in the future?
2. What are and will be the yearly operating expenses?
3. How much money has come from the tax payers, grants, and foundations?
4. How much revenue has come in and how much can the city expect yearly?
5. The park maybe good for economic development but this council and past councils have committed 7.5 million, which is more like 11.5 million when you count interest, to the Event Center and 7.5 million to the EDC.
6. Current and past councils have turned down other projects that would benefit or bring money into the city. (Stuhr Steam train, Competitive swimming pool, Northwest private pool needed help, and the citizens turned down the Zoo)
7. Is the city sharing revenue with the skeet club, if so why?
8. What has been the attendance (Grand Island Residence, and outside Grand Island)?
9. With over 100 volunteers, (that pay half the shooting rate) why do we need a Park Superintendent, and a Park Maintenance worker that will cost the city around \$100,000 yearly?
10. Would it not be more prudent to start off hiring a seasonal worker if needed?
11. What are the job expectations of both positions?
12. I have not seen the budget yet, so I am concerned that money for a maintenance worker and other shooting requirements, maybe taking away from other things that I would rather see the money go to.

I have listed some articles about the park chronologically, with some comments and questions.

May 23, 2000

http://theindependent.com/stories/052300/new_land23.html

"The purchase price is \$400,000, of which \$250,000 is being provided by local foundations and trusts, with the remaining \$150,000 being paid by the city of Grand Island in order to meet the conditions of the environmental impact statement for the South Locust/I-80 interchange project," City Attorney Charlie Cuypers said in a memo to the mayor and city council.

The shooting range and a camping space at Cornhusker **would be developed primarily with grants** from the Nebraska Game and Parks Commission, including Pittman-Robertson funds, Sports Fishing Restoration funds, Land and Water grants and **private donations**, Cuypers said.

- From the beginning, council was under the impression that the park would be developed from grants and private money. That council had a tight budget and this was about a year before the council voted to fund 7.5 million for the Event Center.

January 12, 2003

http://theindependent.com/stories/011203/new_playground12.shtml

The new skeet and sporting clays range proposed at CAAP would be **operated by the private club**, Coen said.

Paustian said the skeet and sporting clays ranges would be **open for public** access much like the golf course is, but restricted during certain times of league or tournament play.

When the site is fully developed, Paustian estimates the cost would be more than \$1 million. But that development, he said, will occur over time and **much may be done by volunteers and through sweat equity and donations from the various groups involved**.

October 4, 2003

http://theindependent.com/stories/100403/new_arboretum04.shtml

The city budgeted up to \$20,000 for the design work on the arboretum by Clark Enersen Partners of Lincoln in a contract awarded in 2002. It has \$60,000 to spend toward the start of planting the arboretum in 2003-04. Paustian said a fund-raising effort will likely be launched to help with the project as well.

- Where do we stand on the arboretum or other past projects?

October 12, 2003

http://theindependent.com/stories/101203/new_skeet12.shtml

Although the range land is city-owned, Paustian said having a **volunteer** organization such as the shooting club help maintain and manage the property is key to keeping costs low.

➤ **I agree and I hope it will continue.**

Oct 27, 2004

http://theindependent.com/stories/102704/new_shooting27.shtml

But Councilman Fred Whitesides was uncomfortable with the plan and attempted to stall any action until December -- a time frame that would have allowed the contract bid price to expire. Whitesides' motion died for lack of a second.

His motion to cap the city's spending at \$500,000, which was supported by Councilman Scott Walker, was withdrawn after City Administrator Gary Greer asked the council to have faith in Paustian's work. At worst, Greer said, the city could use a portion of the following year's parks budget out of cash reserves, which Paustian could restore as grant funds and donations are secured.

The Minutes of January 18, 2005 City Council Study Session

http://www.grand-island.com/departments/City_Council/Cnow/PDFs/01252005-G2.pdf

Discussion was held with regards to expenses of the facility. Currently the club funded all activities and received all revenues. A **management agreement** would be brought to Council for future operations of the facility. Comments were made with regards to the Superintendents position being under the City.

City Administrator Gary Greer commented on the importance of a manager for this project. Mentioned were the **volunteers** that had put forth many hours into this project and the importance of a **business plan**. Mr. O'Connor commented about the automatic equipment and the **profits** that the club had made.

➤ **What is the current management agreement?**

Jan 19, 2005

http://theindependent.com/stories/011905/new_shooting19.shtml

More than 100 volunteers have been maintaining the grounds, organizing leagues and operating the park comprising four trap ranges, six skeet ranges, 10 sporting clays, a clubhouse and an educational area.

Paustian said the city and volunteers will have to sit down and create a revenue-sharing agreement, but he **doesn't believe the city will ever take 100 percent of the revenues** because the **park will always be reliant on large amounts of volunteer labor** for league and tournament oversight.

Several members of the council expressed an interest in more **financial details and facility projections** -- something that Greer said a superintendent could develop as a part of **business plan**.

- I believe a business plan is important not only for this council but for the citizens of Grand Island. Over 100 volunteers working around 35 to 40 hours apiece is about 4000 total volunteers hours. That is equivalent to one volunteer everyday of the year working around 11 hours or 5 volunteers daily working 2.2 hours.
- Again, I am not opposed to the shooting facility, it may turn out to be as good if not better then Island Oasis. If this will drain the city funds, I will oppose future development because the citizens of Grand Island would have a place to shoot if the city was not involved. I do not believe the city should be involved in operations that a private enterprise is already involved.

Sincerely,

Scott Walker

RESOLUTION 2006-196

WHEREAS, the 2006/2007 budget process requires a projection of the personnel costs;
and

WHEREAS, city administration recommends facilitating a streamlining of operations which includes a reduction in force of three personnel; and

WHEREAS, the net result would be a reduction of 1.45 Full Time Equivalent Employees (FTE) and \$97,377 city wide; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2006/2007 proposed budget be prepared to remove the 1.45 Full Time Equivalent Employees (FTE).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item I2

#2006-197 - Consideration of Funding Outside Agencies

Staff Contact: David Springer

Council Agenda Memo

From: David Springer, Finance Director

Meeting: July 11, 2006

Subject: Consideration and Approval of Funding Requests from Outside Agencies

Item #'s: I-2

Presenter(s): David Springer, Finance Director

Background

At the June 20, 2006 Study Session, Council reviewed funding requests from Outside Agencies and heard input from representatives of these organizations. No consensus was reached on funds to be appropriated.

Discussion

In order to facilitate the advancement of the budget process, it is necessary that Council provide direction to staff through the consideration and approval of these agency requests as they see fit.

Alternatives

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

1. Approve the funding levels recommended by Administration.
2. Adjust the recommendations as Council sees fit.

Recommendation

City Administration recommends that the Council approve the agency funding as presented.

Sample Motion

Approve the agency funding as recommended.

OUTSIDE AGENCIES

<u>ORGANIZATION</u>	<u>2003 FUNDED</u>	<u>2004 FUNDED</u>	<u>2005 FUNDED</u>	<u>2006 FUNDED</u>	<u>2007 REQUEST</u>	<u>STAFF RECOMMEND</u>
Hope Harbor	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 5,000	\$ 4,500
Convention and Visitors Bureau	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 15,000	\$ 10,000
Council for International Visitors	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,000
Crisis Center	\$ 10,200	\$ 12,000	\$ 12,000	\$ 12,000	\$ 13,000	\$ 12,000
Family Violence Coalition of Central NE	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
G. I. Dive and Rescue Team - Trailer	\$ 9,772	\$ 2,500	\$ -	\$ 2,000	\$ 2,265	\$ 2,000
Retired and Senior Volunteer Program (RSVP)	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Senior Citizens Industries, Inc.	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Multicultural Coalition			\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Fishing Derby	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Third City Community Clinic					\$ 1,500	\$ -
Kaufman-Cummings Park					\$ -	\$ -
Grand Theatre Foundation, Inc.					\$ -	\$ -
Totals	\$ 72,472	\$ 57,000	\$ 64,500	\$ 66,500	\$ 75,265	\$ 66,500

AGENCIES WITH WORKING RELATIONSHIPS WITH CITY DEPARTMENTS

<u>ORGANIZATION</u>	<u>2003 FUNDED</u>	<u>2004 FUNDED</u>	<u>2005 FUNDED</u>	<u>2006 FUNDED</u>	<u>2007 REQUEST</u>	<u>STAFF RECOMMEND</u>
Central Nebraska Humane Society	\$150,000	\$150,000	\$157,500	\$157,500	\$241,500	\$ 160,000
Central Nebraska Health Department	\$374,440	\$135,000	\$135,000	\$135,000	\$125,000	\$ 125,000
Clean Community Systems	\$ 18,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Totals	\$542,440	\$305,000	\$312,500	\$312,500	\$386,500	\$ 305,000
TOTAL OUTSIDE AGENCIES	\$614,912	\$362,000	\$377,000	\$379,000	\$461,765	\$ 371,500

RESOLUTION 2006-197

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that funding is hereby approved for the 2006-2007 budget year to the following agencies in the stated amounts:

Central District Health Department	\$ 125,000
Central Nebraska Humane Society	160,000
Crisis Center	12,000
Fishing Derby	2,000
Grand Island Area - Clean Community Systems	20,000
Grand Island Area Council for International Visitors	1,000
Grand Island Dive Rescue Team, Inc.	2,000
Grand Island / Hall County Convention and Visitors Bureau	10,000
Hope Harbor	4,500
Multicultural Coalition	10,000
Retired Senior Volunteer Program	10,000
Senior Citizens Industries, Inc.	15,000

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 6, 2006	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item J1

Approving Payment of Claims for the Period of June 28, 2006 through July 11, 2006

The Claims for the period of June 28, 2006 through July 11, 2006 for a total amount of \$2,389,556.90. A MOTION is in order.

Staff Contact: Dave Springer



City of Grand Island

Tuesday, July 11, 2006

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of May 14, 2006 through July 11, 2006

The Claims for the Library Expansion for the period of June 14, 2006 through July 11, 2006 for the following requisitions.

#30 \$232.00

#31 \$221,857.92

A MOTION is in order.

Staff Contact: Steve Fosselman

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 30

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

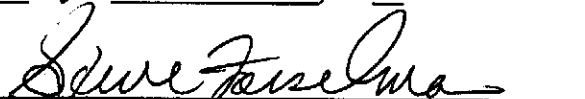
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Olsson Associates	\$232.00	Concrete and density tests for footing construction.

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 23rd day of June, 2006.


Project Manager

1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608



TEL 402.474.6311
FAX 402.474.5160

Edith Abbott Memorial Library
211 N Washington St
Grand Island, NE 68801

Invoice number 87199
Date 6/17/2006

Contract: 2-2006-0141

Client ID: 4338

Edith Abbott Mem Library GI

Scope of Work: OA Project No. 2-2006-0141.02 - Footings

Professional services rendered from May 7, 2006 through April 3, 2006 for work completed in accordance with our verbal agreement. Services completed this period include concrete and density tests for footing construction and testing of concrete cylinders.

2-12-411 E Abbott Mem Lib Footing Insp

Labor

<u>Employee Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Technician	1.00	52.00	52.00
Labor subtotal	1.00		52.00

Testing

<u>Vendor / Activity</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Concrete Cylinders/Slump & Air	1.00	60.00	60.00
Trip Charge - 30-mile Radius	1.00	10.00	10.00
Concrete Cylinder Breaks	9.00	10.00	90.00
Concrete Cylinder Reserves	4.00	5.00	20.00
Testing subtotal	15.00		180.00

Item subtotal 232.00

Invoice total 232.00

Approved by

Jeffrey R. Palik

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 31

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Mid Plains Construction	\$221,857.92	Library Expansion/Renovation Project

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 7th day of July, 200 6.



Project Manager

Application and Certificate for Payment

TO OWNER: Grand Island Facilities Corp. PROJECT: Edith Abbott Memorial Library APPLICATION NO: 9
PO Box 1968 2005 Expansion/Remodel PROJECTED TO: 6/30/06
Grand Island, NE 68802 Grand Island, Nebraska

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR: VIA ARCHITECT:

Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801

CONTRACT DATE:
PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 5,700,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,700,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,000,435.55
5. RETAINAGE
 - a. $\frac{5}{100}$ % of Completed Work \$ 103,021.78
 - b. $\frac{0}{100}$ % of Stored Material \$ 0.00

Date: 6/30/06

CONTRACTOR: Mid Plains Construction Co.

By: Russ J. Giesen, President

State of: Nebraska
County of: Hall

Subscribed and sworn to before me this 30th day of June, 2006

Notary Public: Donna Rowendy
My Commission expires: 12-26-08



Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 103,021.78

6. TOTAL EARNED LESS RETAINAGE \$ 1,957,413.77
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,735,555.85
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 221,857.92

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 3,742,586.23
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.