
City of Grand Island



Tuesday, September 12, 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 - Reverend David McCreary, Faith United Methodist Church, 724 West 12th 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, September 12, 2006

Council Session

Item C1

Recognition of Grand Island South Side Nationals Little League Baseball Team, Nebraska Champions and Mid-West Regional Semi-Finalists

The Mayor and Council will recognize the Grand Island South Side Nationals Little League Baseball Team. They were the City, Districts, and State Champions and went on to play in the Mid-West Regional Semi-Finals in Indianapolis, Indiana. The following boys and their coaches will be recognized:

Will Bamesberger

Sam Foltz

Blake Fruchtl

Ryker Fyfe

Ryan Harris

Austin Meyer

Tanner Meyer

Ben Moul

Kyle Simonds

Austin Steinwart

Alec Waters

Coaches: Monte Fyfe, Greg Enck, and Dennis Fruchtl

Congratulations to each of these boys and their coaches for outstanding performances.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item C2

Recognition of Contributors to the "GREAT" Summer Youth Program

The Mayor and City Council will recognize contributors to the "GREAT" Summer Youth Program sponsored by the Grand Island Police Department. Gang Resistance Education Awareness Training (GREAT) is provided to 4th through 7th grade students to enhance social skills, make positive choices, and lasting friendships. There were approximately 300 students involved in the program.

The following contributors will be recognized at the Council meeting: Coca-Cola, Pepsi Bottling Group, Sam's Club, Skagway, Swift and Co., and Howard School.

Each business has supported the summer youth program by donating soda, food items, and the processing of food items. Howard School has provided the facility to conduct the program at no cost and provided the participants of the program with free lunches.

We would like to thank these contributors for supporting the "GREAT" Summer Youth Program's success.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item D1

#2006-BE-7 - Consideration of Determining Benefits for Street Improvement District No. 1257, Shanna Street in Western Heights 4th Subdivision

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 12, 2006

Subject: Board of Equalization Hearing to Determine Benefits and Consideration of an Ordinance Levying Assessments for Street Improvement District 1257; Shanna Street in Western Heights 4th Subdivision

Item #'s: D-1 & F-3

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

Background

The Certificate of Final Completion for Street Improvement District 1257 was approved on August 8, 2006 with September 12, 2006 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the District.

Discussion

The contract for Street Improvement District 1257 was awarded to The Diamond Engineering Company of Grand Island, NE on March 7, 2006. Work on the project was completed at a construction price of \$117,704.47. Total cost of the project, including contract administration, was \$129,474.92. Costs for the project break down as follows:

Original Bid	\$ 104,273.72
Overruns	\$ 12,608.95
Underruns	(\$ 178.20)
Remove & Replace Mailboxes	\$ 1,000.00
Sub Total (Construction Price)	\$ 117,704.47
Additional Costs:	
Contract Administration,	
Engineering, and Publication Costs	\$ 11,770.45
Total Cost	\$ 129,474.92

The estimated total for construction of Street Improvement District 1257 at the time of creation was \$124,338.90. The total estimate including engineering and contingencies was \$150,450.07.

The total assessed amount is \$30,296.17. The assessments are calculated according to the standard formula used for all Street Improvement Districts with residential properties receiving credit for the existing surfacing. See attached spreadsheet.

Alternatives

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

1. Move to approve a resolution to determine benefits and pass an ordinance levying the assessments.
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 meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Street Improvement District No. 1257.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Street Improvement District No. 1257.

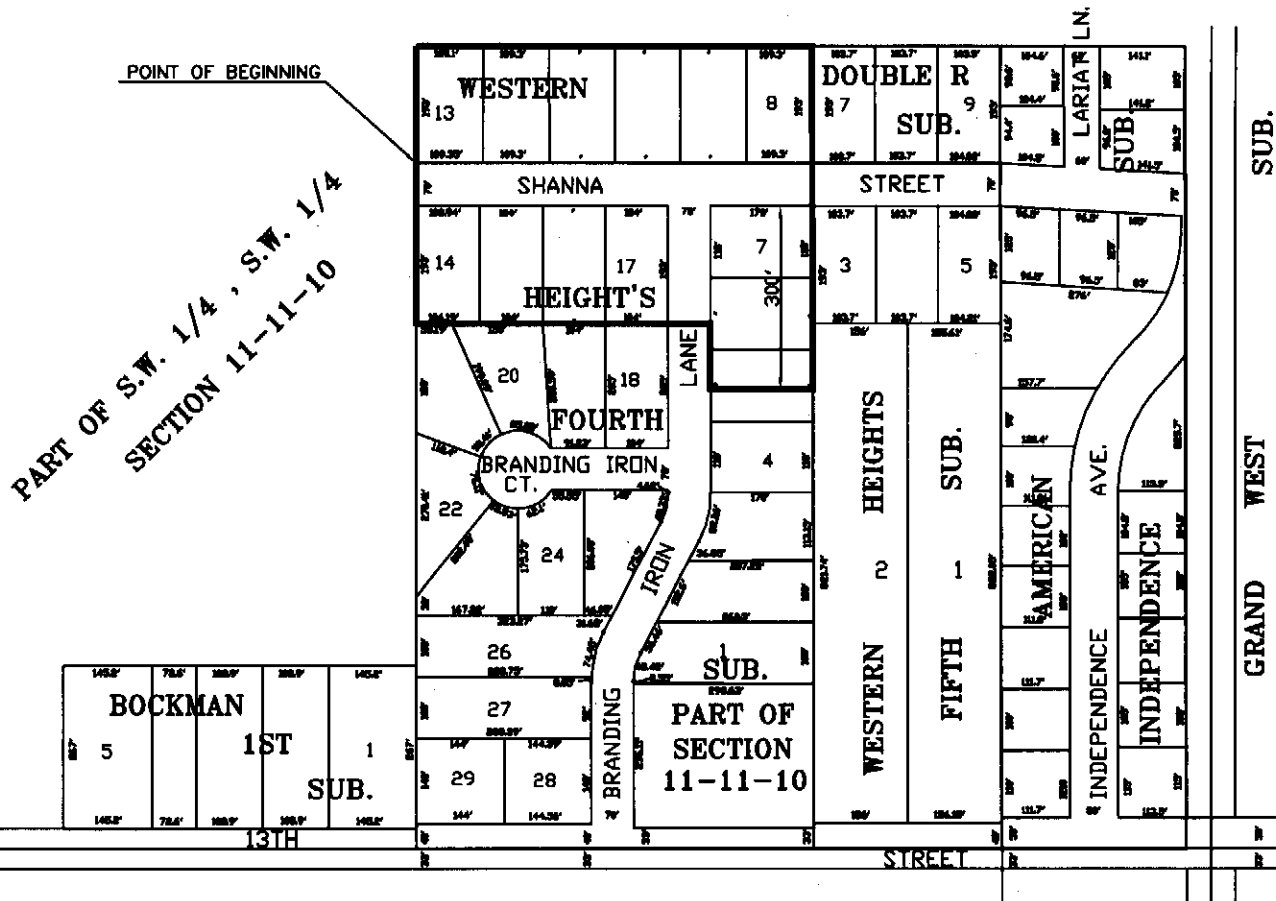


EXHIBIT "A"

STREET IMPROVEMENT DISTRICT NO. 1257

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 6/3/05
DRN BY: L.D.C.
SCALE: 1"=300'

PLAT ACCOMPANY ORDINANCE
NO. 8981

R E S O L U T I O N 2006-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Street Improvement District No. 1257, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$30,296.17; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Street Improvement District No. 1257, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Julie R. Liske	North 64 feet of Lot 5, Western Heights Fourth Subdivision	155.78
Reginald D. & Mary I. Rhoads	Lot 6, Western Heights Fourth Subdivision	872.40
Pamela D. Wiley	Lot 7, Western Heights Fourth Subdivision	3,422.83
Ronny R. & Deborah K. Morse	Lot 8, Western Heights Fourth Subdivision	2,635.66
Randall D. & Connie K. Ross	Lot 9, Western Heights Fourth Subdivision	2,635.66
Gary I. & Pamela Christensen	Lot 10, Western Heights Fourth Subdivision	2,635.66
Randy Lee & Michalene Ann Iversen	Lot 11, Western Heights Fourth Subdivision	2,635.66
James R. & Susan K. Hamilton	Lot 12, Western Heights Fourth Subdivision	2,635.66
Richard D. & Debra A. Dalton	Lot 13, Western Heights Fourth Subdivision	2,636.87
Brian D. & Christine P. McCarraher	Lot 14, Western Heights Fourth Subdivision	2,506.41
Blake A. & Delonna J. McDowell	Lot 15, Western Heights Fourth Subdivision	2,507.86
Marshall Tice & Lory L. Forgy	Lot 16, Western Heights Fourth Subdivision	2,507.86
Larry G. & Patricia J. Anderson	Lot 17, Western Heights Fourth Subdivision	2,507.86
TOTAL		\$30,296.17

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item D2

**#2006-BE-8 - Consideration of Determining Benefits for Water
Main District 452, Knott and Palu Subdivision Areas**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: September 12, 2006

Subject: Water Main District 452 – Knott & Palu Subdivision Areas

Item #'s: D-2 & F-2

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

Background

Water Main District 452 was created at the request of area property owners to serve Knott Avenue, Lake Street, and Tri Street within the Knott Subdivision and Palu Subdivision. The neighborhood is located south of US Highway 34 and west of Locust Street (just west of Wal-Mart south) and is a combination of single family homes and commercial development. A map of the district is attached for reference. The district passed protest with only 3.3% protest.

Discussion

The construction was done as an “Assessment District”. This is the standard method used by the City to recoup costs when new water mains are installed at the request of the area property owners in developed areas. The total project cost was \$82,176.85. Of the total, the amount chargeable to the district is \$72,353.27. The City’s cost for oversized mains and extending lines to the area is \$9,823.58.

Since the area is a combination of single family homes and commercial development, the calculations for assessments are based on 8” diameter mains in commercial areas and 6” diameter mains for residential. Additionally, the properties within the district vary substantially in shape, size, and configuration. By state statute, assessments are to be determined by the benefit added to the properties. With the variation in configuration, staff selected an assessment computation method utilizing two separate property characteristics, the front footage and property area. Half of the assessment is based on front footage and half on property area.

The assessment is due 50 days after the Council sets the assessments at the Board of Equalization (BOE) Hearing. The Water Department will finance the assessment for five years at 7% simple interest on the unpaid balance. 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 the assessments for Water Main District 452
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 assessment amounts for Water Main District 452 be set for the properties within the district as tabulated on the attached listing.

Sample Motion

Motion to approve the assessment amounts for Water Main District 452 in the Knott and Palu Subdivision areas.

R2S2, LLC a NE Limited Liability Co
2024 Stagecoach Road
Grand Island, NE 68801
Part of the NE 1/4, NE 1/4 Sec 33, T-11-N, R-9-W
WMD 452

Beginning at a point of the easterly right-of-way line of Lake Street being Thirty (30.0) feet south of the southeast corner of Lot Eleven (11) Palu Subdivision in the City Of Grand Island, Hall County, Nebraska; thence easterly along the easterly extension of the northerly line of Knott Subdivision, a distance of Five hundred twenty five and eighty eight hundredths (525.88) feet to the westerly right-of-way-line of Locust Street; thence southerly along the westerly right-of-way-line of said Locust Street, a distance of One hundred eleven and twenty seven hundredths (111.27) feet to a point of deflection; thence southwesterly along the right-of-way-line of said Locust Street, a distance of Thirty three and ninety six hundredths (33.96) feet to a point on the northerly right-of-way line of said Lake Street; thence westerly along the northerly right-of-way line of said Lake Street, a distance of Four hundred nine and eight tenths (409.8) feet to a point of deflection; thence northwesterly along the right-of-way line of said Lake Street, a distance of One hundred sixty two and fifty six hundredths (162.56) feet to the said Point Of Beginning.

U.S. HIGHWAY 34

SECTION LINE

NORTHEAST CORNER-
SECTION 33, T11N, R9W

POINT OF
BEGINNING

**PART OF NE1/4, NE1/4
SECTION 33, T-11-N, R-9-W**

(PROPOSED KINGS
CROSSING SUBDIVISION)

LOCUST STREET

PALU

SUB.

TRI STREET

LAKE STREET

LAKE STREET

LAKE STREET

ARLENE AVE.

KNOTT

KNOTT AVENUE

SUBDIVISION

**VALENTINE
MOTEL SUB.**

**WATER MAIN
DISTRICT 452
BOUNDARY**

EXHIBIT "A"



<p>CITY OF GRAND ISLAND</p>	
<p>UTILITIES DEPARTMENT</p>	
<p>PLAT TO ACCOMPANY ORDINANCE NO. 9015</p>	
DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 10/25/2005	FILE: WMD 452

WATER MAIN DISTRICT 452

Knott Subdivision - Lake St, Knott Ave, Tri St

WWO 22141

Item	Description	Bid Unit \$	QUANTITIES PLACED		TOTAL AMT COMPLETED \$	6" Equivalent Residential	8" Commercial	Oversize City
C. 1.01	12" x 12" x 8" Tapping Sleeve	1,964.92	1.00	EA	1,964.92	\$859.65	\$982.46	\$122.81
C. 1.02	8" D.I. Pipe (sj)	21.38	1,631.51	LF	34,881.68	\$15,858.35	\$16,757.86	\$2,265.47
C. 1.03	8" x 8" x 8" Tee (mj)	251.22	2.00	EA	502.44	\$219.82	\$251.22	\$31.40
C. 1.04	8" x 8" x 6" Tee (mj)	192.21	4.00	EA	768.84	\$336.37	\$384.42	\$48.05
C. 1.05	8" x 6" Reducer (mj)	109.52	1.00	EA	109.52	\$0.00	\$109.52	\$0.00
C. 1.06	8" x 90° Ell (mj)	174.03	1.00	EA	174.03	\$76.14	\$87.02	\$10.87
C. 1.07	8" x 45° Ell (mj)	161.33	2.00	EA	322.66	\$141.16	\$161.33	\$20.17
C. 1.08	8" Cap (mj) w/ 2" Tap	136.53	2.00	EA	273.06	\$119.46	\$136.53	\$17.07
C. 1.09	8" Set Screw Ring	49.28	2.00	EA	98.56	\$43.12	\$49.28	\$6.16
C. 1.10	8" RS Gate Valve	792.26	3.00	EA	2,376.78	\$1,039.84	\$1,188.39	\$148.55
C. 1.11	8" RS Tapping Valve	966.51	1.00	EA	966.51	\$422.85	\$483.26	\$60.40
C. 1.12	Valve Box	152.35	4.00	EA	609.40	\$304.70	\$304.70	\$0.00
C. 1.13	1" Water Service Complete	861.37	12.00	EA	10,336.44	\$10,336.44	\$0.00	\$0.00
C. 1.14	Thrust Block	109.03	10.00	EA	1,090.30	\$545.15	\$545.15	\$0.00
C. 1.15	Bell Block	395.07	2.00	EA	790.14	\$395.07	\$395.07	\$0.00
C. 1.16	Poly Wrap	0.76	1,568.00	LF	1,191.68	\$619.17	\$572.51	\$0.00
C. 1.17	Fire Hydrant Assembly	1,144.10	4.00	EA	4,576.40	\$2,288.20	\$2,288.20	\$0.00
C. 1.18	Remove Asph / Conc Roadway	4.67	44.00	SY	205.48	\$102.74	\$102.74	\$0.00
C. 1.19	Replace Asph / Conc Roadway	33.91	44.00	SY	1,492.04	\$746.02	\$746.02	\$0.00
C. 1.20	Saw Cut	2.76	49.50	LF	136.62	\$68.31	\$68.31	\$0.00
C. 1.21	TOTAL				\$62,867.50	\$34,522.56	\$25,613.99	\$2,730.95
	Water Dept Materials				3,999.03	\$1,999.51	\$1,999.52	\$0.00
	Engineering / Overhead / Administration				15,310.32	\$4,108.84	\$4,108.84	\$7,092.64
	TOTAL PROJECT COST				\$82,176.85	\$40,630.91	\$31,722.35	\$9,823.59

WMD 452 RESIDENTIAL AREA					
SUBDIVISION	LOT & Blk	Owner and Address	Sq Footage	Front Ft	Assessable \$ 1/2 SF+1/2 FF
Palu Subdivision See attached description	Part of 8	Dorothy Menke Revocable Trust Dorothy Menke Trustee 3412 Tri Street Grand Island, NE 68801	15,470.25	101.00	\$2,985.49
Palu Subdivision	9	Gaylord A & Susan Martens H & W Tomas Palu, David Palu, Amy Palu, and Micheal Palu 3422 Tri Street Grand Island, NE 68801	16,311.50	101.00	\$3,061.50
Palu Subdivision	11	Manuel & Cathern E Vega H & W 324 Lake Street Grand Island, NE 68801	14,719.82	101.80	\$2,930.27
Palu Subdivision	12	Dennis L Beins, a single person 3428 Tri Street Grand Island, NE 68801	16,384.18	101.60	\$3,077.49
Knott Subdivision	1 1	Lyle E & Arlene M Knott 321 Lake Street Grand Island, NE 68801	22,101.38	157.07	\$4,466.06
	1 2		15,000.00	100.00	\$2,927.28
	2 2		17,397.89	100.00	\$3,143.92
	5 2		16,000.00	100.00	\$3,017.63
Knott Subdivision	2 1	Marlene R & Jerald W Andersen W & H 407 Lake Street Grand Island, NE 68801	23,401.70	140.00	\$4,315.18
Knott Subdivision	9 1	Ronnie L & Solveig L Knott H & W 321 Knott Ave Grand Island, NE 68801	19,422.98	117.79	\$3,606.56
	4 2		18,397.94	90.00	\$3,077.07
Knott Subdivision	3 2	Randy L & Terri L Knott H & W 313 Knott Ave Grand Island, NE 68801	30,254.14	82.00	\$4,022.46
			224,861.78 \$0.1806928	1,292.26 \$31.4417455	\$40,630.91

WMD 452 COMMERCIAL AREA					Assessable \$
SUBDIVISION / SECTION	LOT & Blk	Owner and Address	Sq Footage	Front Ft	1/2 SF+1/2 FF
Valentine Motel Subdivision	1	R S Wheel, LLC a NE Limited Liability Co 2514 S Locust Street Grand Island, NE 68801	18,750.00	125.00	\$4,522.33
Palu Subdivision	7	R2S2, LLC a NE Limited Liability Co 2024 Stagecoach Road Grand Island, NE 68801	16,311.50	101.00	\$3,816.60
	10		14,554.10	101.00	\$3,570.63
Pt NE 1/4, NE 1/4 Sec 33-11-9			63,709.22	717.58	\$19,812.80
See attached description					\$27,200.03
			113,324.82 \$0.2799241	1,044.58 \$30.3685200	\$31,722.36

RESOLUTION 2006-BE-8

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 452, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$72,353.27; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Water Main District No. 452, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Dorothy Menke Revocable Trust; Dorothy Menke, Trustee	Part of Lot 8, Palu Subdivision; more particularly described as follows: Beginning at the northeast corner of Lot Eight (8) Palu Subdivision in the City of Grand Island, Hall County, Nebraska; thence southerly along the easterly line of said Lot Eight (8), a distance of one hundred one (101.0) feet to the southeast corner of said Lot Eight (8); thence westerly along the southerly line of said Lot Eight (8), a distance of one hundred sixty one and five tenths (161.5) feet to the southwest corner of said Lot Eight (8); thence northerly along the westerly line of said Lot Eight (8) to a point forty-six (46.0) feet south of the northwest corner of said Lot Eight (8); thence northeasterly a distance of sixty seven and thirty five hundredths (67.35) feet to a point on the northerly line of said Lot Eight (8) being fifty (50.0) feet easterly of the northwest corner of said Lot Eight (8); thence easterly along the northerly line of Lot Eight (8) to the said Point of Beginning.	2,985.49
Gaylord A. & Susan Martens, Tomas Palu, David Palu, Amy Palu, and Michael Palu	Lot 9, Palu Subdivision	3,061.50
Manuel & Cathern E. Vega	Lot 11, Palu Subdivision	2,930.27
Dennis L. Beins	Lot 12, Palu Subdivision	3,077.49
Lyle E. & Arlene M. Knott	Lot 1, Block 1, Knott Subdivision	4,466.06
Lyle E. & Arlene M. Knott	Lot 1, Block 2, Knott Subdivision	2,927.28
Lyle E. & Arlene M. Knott	Lot 2, Block 2, Knott Subdivision	3,143.92
Lyle E. & Arlene M. Knott	Lot 5, Block 2, Knott Subdivision	3,017.63
Marlene R. & Jerald W. Andersen	Lot 2, Block 1, Knott Subdivision	4,315.18
Ronnie L. & Solveig L. Knott	Lot 9, Block 1, Knott Subdivision	3,606.56

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Ronnie L. & Solveig L. Knott	Lot 4, Block 2, Knott Subdivision	3,077.07
Randy L. & Terri L. Knott	Lot 3, Block 2, Knott Subdivision	4,022.46
R.S. Wheel, LLC	Lot 1, Valentine Motel Subdivision	4,522.33
R2S2, LLC	Lot 7, Palu Subdivision	3,816.60
R2S2, LLC	Lot 10, Palu Subdivision	3,570.63
R2S2, LLC	Part of the NE1/4, NE1/4 of Section 33, Township 11 North, Range 9 West of the 6 th P.M. in Hall County, Nebraska; more particularly described as follows: Beginning at a point on the easterly right-of-way line of Lake Street, being thirty (30.0) feet south of the southeast corner of Lot Eleven (11) Palu Subdivision in the City of Grand Island, Hall County, Nebraska; thence easterly along the easterly extension of the northerly line of Knott Subdivision, a distance of five hundred twenty five and eighty eight hundredths (525.88) feet to the westerly right-of-way line of Locust Street; thence southerly along the westerly right-of-way line of said Locust Street, a distance of one hundred eleven and twenty seven hundredths (111.27) feet to a point of deflection; thence southwesterly along the right-of-way line of said Locust Street, a distance of thirty three and ninety six hundredths (33.96) feet to a point on the northerly right-of-way line of said Lake Street; thence westerly along the northerly right-of-way line of said Lake Street, a distance of four hundred nine and eight tenths (409.8) feet to a point of deflection; thence northwesterly along the right-of-way line of said Lake Street, a distance of one hundred sixty two and fifty six hundredths (162.56) feet to the said Point of Beginning.	19,812.80
TOTAL		\$72,353.27

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item D3

#2006-BE-9 - Consideration of Determining Benefits for Business Improvement District #3

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 12, 2006

Subject: Determining Benefits for Business Improvement District No. 3, South Locust St., Hwy 34 to Stolley Park Rd., and Approving the Assessments

Item #'s: D-3 & F-4

Presenter(s): Dave Springer, Finance Director

Background

In March, 1999, the City Council adopted Ordinance #8452 creating Business Improvement District No.3, South Locust Street, Hwy 34 to Stolley Park Road. The District was established for a 10-year period with anticipated total assessment revenues of \$314,447. The 2006-2007 Budget, as approved by Council on July 25, 2006, provides for special assessments in the amount of \$3.50 per front footage for a total of \$34,314 for the 9,804 front footage.

Discussion

The City Council, in its' capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits of the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 3 and related assessments.

Sample Motion

Board of Equalization: Approve the benefits accruing to Business Improvement District No. 3 as presented.

Ordinance: Approve the assessments as provided for in the related Ordinance.

RESOLUTION 2006-BE-9

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 3, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$34,314.47; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 3, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Jerry L. & Janet C. Loney	West 273 feet of Lot 1 (except City), Burch Subdivision	490.35
Larry W. Coffey	West 125 feet of Lots 2, 3 and 4 (except City), Burch Subdivision	630.07
Michael S. & Sandra S. Williams	Lot 5 (except City), Burch Subdivision	419.02
Michael S. & Sandra S. Williams	Lot 1 (except City), Burch Second Subdivision	491.75
The Eating Establishment	Lot 1 (except City), Runza Subdivision	542.01
Bradley L. Shanahan Teresa K. Brooks	East 100 feet of Lot 12, and east 100 feet of Lot 13, (except City) Holcomb's Highway Homes Subdivision	700.00
Charles L. Hancock & Robert D. Hancock	Lot 14 (except City), Holcomb's Highway Homes Subdivision	383.46
Ryan & Darcy Hansen	Lot 15 (except City), Holcomb's Highway Homes Subdivision	379.54
Dianna D. Duering	Lot 1, Bartz Subdivision	381.50
Gary & Linda Shovlain	Lot 3, Shovlain Second Subdivision	543.80
Rickie D. & Susan J. Noden	South 52 feet of Lot 19 and north 1 foot of Lot 20, Holcomb's Highway Homes Subdivision	183.16
Video Kingdom of Grand Island, Inc.	South 108 feet of Lot 20 (except City), Holcomb's Highway Homes Subdivision	381.57
Kershner Properties, LLC	North 60 feet of Lot 22 (except City), Holcomb's Highway Homes Subdivision	207.34
Charles A. Douthit	Lot 21 (except City), Holcomb's Highway Homes Subdivision	381.57
Robert L. Clymer, Jonadyne Carpenter	South 98 feet of Lot 23 and north 12 feet of Lot 24, (except City) Holcomb's Highway Homes Subdivision	385.00
Kershner Properties, LLC	South 49 feet of Lot 22 and north 11 feet of Lot 23 (except City), Holcomb's Highway Homes Subdivision	210.00

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Llamas Enterprises Alina Hernandez	South 97 feet of Lot 24, Lot 25, and north 38 feet of Lot 26, (except City) Holcomb's Highway Homes Subdivision	853.79
Marion D. Larsen Rev. Trust	North 79 feet of Lot 27 and south 71 feet of Lot 26, (except City) Holcomb's Highway Homes Subdivision	525.21
McCloud Super 8 Motel Inc.	Part of Lot 25 (except City), Matthews Subdivision	866.18
William E. & Sandra L. Lawrey	Lot 1 (except City), Garrison Subdivision	791.46
Cedar Street Investment Co.	Lot 2, Mil-Nic Second Subdivision	957.60
Paulsen and Sons Inc.	Lots 1 & 28 (except City), Lots 2, 3, 26, and 27, Roush's Pleasantville Terrace Subdivision	700.21
Gary E. Shovlain	Lot 2, Shovlain Second Subdivision	420.07
Rex E. & Jonadyne A. Carpenter	Lot 1 [200' x 400'] (except City), Woodland First Subdivision	697.97
Rex E. & Jonadyne A. Carpenter	Lot 2 [200' x 400'] (except City), Woodland First Subdivision	700.14
Equitable Federal Savings Bank of Grand Island	Lot 3 (except City), Woodland First Subdivision	700.21
Danny K. Oberg	Lot 4 (except City), Woodland First Subdivision	696.64
Darryl Wilhelmi	Lot 5 (except City), Woodland First Subdivision	700.21
Jack E. Rasmussen, et al	North 50 feet of east 260 feet of Lot 6 (except City), Woodland First Subdivision	174.48
Brad Shearer	South 126 feet of east 260 feet of Lot 6 (except City), Woodland First Subdivision	443.21
Alpha Corporation	East 260 feet of Lot 8 (except City), Woodland First Subdivision	733.08
Stratford Plaza, L.L.C.	Lot 11 (except City), Woodland Second Subdivision	1,900.92
Bosselman Inc.	Lot 8, Woodland Second Subdivision	522.69
Bennett Properties Inc.	Lot 9, Woodland Second Subdivision	525.11
Laub-Otto, LLC	Lot 10, Woodland Second Subdivision	556.12
Jack E. Rasmussen, Joanne L. Rasmussen, Richard S. Rasmussen, June E. & William Blackburn	Lot 1 except north 25 feet of east 260 feet (except City), Woodland Third Subdivision	262.22
William E. Lawrey	North 25 feet of east 260 feet of Lot 1 and all of Lot 2, (except City) Woodland Third Subdivision	437.26
McDermott & Miller, PC	Lot 1 (except City), Woodridge South Subdivision	883.82
Marion D. Larsen Rev. Trust	Lot 2 (except City), Woodridge South Subdivision	380.38
Ming Zhou, Nghi Trien	Section 27-11-9; Part of Lot 1 MLD (except City)	347.24
Milton Motels LLC	Part of N1/2, SW1/4, SW1/4 of Section 27-11-9	2,084.11
Platte Valley State Bank & Trust Company	Lot 1, Equestrian Meadows Subdivision	623.77

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Grand Island Music, Inc.	Part of Lot 1 (except City), Desert Rose Subdivision	1,497.41
Theodore J. Robb	Part of NW1/4, SW1/4 (except City) of Section 27-11-9	1,176.04
MIK, LLC	Part of NW1/4 of SW1/4 of Section 27-11-9 and part of Lot 4 Island (except City)	1,108.00
Eloy Uribe & Oralia Erives	Part of Lot 1 MLD in Section 27-11-9	511.56
John L. & Beth A. French	Lot 1 (except City), Knox Subdivision	489.41
All Faiths Funeral Home LLC	Part of NW1/4, NW1/4, SW1/4 of Section 27-11-9	840.00
Pharmacy Properties, LLC	Lot 2, Equestrian Meadows Subdivision	507.47
Ronald J. & Lori D. Willis	Part of NE1/4 of NE1/4 (except City) of Section 28-11-9	350.00
Theodore J. & Mason D. Robb	Lot 2 (except City), Knox Third Subdivision	462.14
Ted Robb	Lot 3 (except City), Knox Third Subdivision	269.71
O'Reilly Automotive, Inc.	Lot 2 (except City), Runza Subdivision	544.74
Theodore J. & Mason D. Robb	Lot 1 (except City), Knox Third Subdivision	539.53
MA Faulkner Trust	Lot 3, Equestrian Meadows Subdivision	644.63
Wayne Vanosdall Sanitation	Part of N1/2, SW1/4, SW1/4 of Section 27-11-9	179.59
TOTAL		\$34,314.47

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item D4

#2006-BE-10 - Consideration of Determining Benefits for Business Improvement District #4

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 12, 2006

Subject: Determining Benefits for Business Improvement District No. 4, South Locust St. from Stolley Park Rd. to Fonner Park Rd., and Approving the Assessments

Item #'s: D-4 & F-5

Presenter(s): Dave Springer, Finance Director

Background

In July, 2002, the City Council adopted Ordinance No. 8751 creating Business Improvement District No. 4, South Locust Street, Stolley Park Road to Fonner Park Road. The 2006-2007 Budget, as approved by Council on July 25, 2006, provides for special assessments in the amount of \$3.50 per front footage for a total of \$17,349 for the 4,957 front footage.

Discussion

The City Council, in its' capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 4 and related assessments.

Sample Motion

Board of Equalization: Approve the benefits accruing to Business Improvement District No. 4 as presented.

Ordinance: Approve the assessments as provided for in the related Ordinance.

RESOLUTION 2006-BE-10

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 4, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$17,348.99; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 4, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Michael J. & Mandy Westerby	Part of Lot 1, Janisch Subdivision	419.86
Niels McDermott	Lot 1 (except E 10 feet), Brownell Subdivision	174.93
James J. & Margot A. Wiltgen	Lot 5, Kirkpatrick Subdivision	246.93
Wiltgen Corp. II	Lot 6, Kirkpatrick Subdivision	243.22
E.P.S. Investments	Part of Lot 1 (except City), Labelindo Second Subdivision	978.53
James Scott Zana	Part of Lot 1, R & R Subdivision	492.52
Fontenelle Oil Co. #210	E1/2, S1/2 of Block 9 (except City), Pleasant Home Subdivision	491.33
Locust Street LLC	Block 16 (except City), Pleasant Home Subdivision	978.46
M & W Investment Co.	Part of Lots 1 and 2, Roepke Subdivision	540.19
M & W Investment Co.	Part of Lot 1, Roepke Second Subdivision	159.25
Edwards Building Corp.	Lot 1 (except City), Fonner Subdivision	524.79
Grand Island Associates, LLC	Lot 1, Fonner Fourth Subdivision	1,714.83
5500 L Street Properties Co.	Lot 5 (except City), Fonner Second Subdivision	699.51
5500 L Street Properties Co.	Lot 6 (except City), Fonner Second Subdivision	1,400.53
Three Circle Irrigation Inc.	Part of Lot 1, Fonner Third Subdivision	1,140.79
Edwards Building Corp.	Replatted part of Lot 3, Fonner Third Subdivision	538.62
Kenneth W. & Rose Mary Staab	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	181.93
KWM Co.	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	472.82
Michael J. & Carey M. Reilly	Lot 1, JNW Subdivision	539.00
Edwards Building Corp.	Lot 1, JNW Second Subdivision	580.41
Sax Pizza of America, Inc.	Lot 2 (except City), Sax's Subdivision	246.26
Cindy Braddy	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	473.45

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Arec 7, LLC	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	699.93
Sax Pizza of America, Inc.	Lot 3 (except City), Sax's Subdivision	592.83
O. Michael & Laurel Z. Toukan	Lot 3, Goodwill Fifth Subdivision	415.31
O. Michael & Laurel Z. Toukan	Lot 2, Goodwill Fifth Subdivision	229.95
Hall County Livestock Improvement Association	Part of SW1/4, SW1/4 and Part NW1/4, SW1/4 (except city) in Section 22-11-9	1,160.04
Byco Inc.	Part of Lot 2, R & R Subdivision	487.73
Preferred Enterprises LLC	Part of Lot 2 (except City), Fonner Fourth Subdivision	525.04
TOTAL		\$17,348.99

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item D5

#2006-BE-11 - Consideration of Determining Benefits for Business Improvement District #5

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 12, 2006

Subject: Determining Benefits for Business Improvement District No. 5, Downtown, and Approving the Assessments

Item #'s: D-5 & F-6

Presenter(s): Dave Springer, Finance Director

Background

In May, 2003, the City Council adopted Ordinance No. 8812 creating Business Improvement District No. 5, Downtown. The 2006-2007 Budget, as approved by Council on July 25, 2006, provides for special assessments on land and real property in the District as of January 1, 2006 in the amount of \$.31933 per \$100 of real property. The total taxable value of \$ 25,052,161 provides for assessments of \$80,004.

Discussion

The City Council, in its' capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 5 and related assessments.

Sample Motion

Board of Equalization: Approve the benefits accruing to Business Improvement District No. 5 as presented.

Ordinance: Approve the assessments as provided for in the related Ordinance.

R E S O L U T I O N 2006-BE-11

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 5, after due notice having been given according to law, that we find and adjudge:

1. The benefits accruing to the real estate in such Business Improvement District No. 5 is the total sum of \$80,004.04; and
2. According to the assessed value of the respective lots, tracts, and real estate within such Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Assessment
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	26.87
Northwestern Energy	Centrally Assessed	500.34
Alltel Nebraska, Inc.	Centrally Assessed	5.04
Qwest Corporation	Centrally Assessed	5,261.01
AT&T Communications	Centrally Assessed	1,201.22
MCI Worldcom Network Services Inc.	Centrally Assessed	7.73
NPCR, Inc. d/b/a Nextel Partners	Centrally Assessed	9.39
Qwest Wireless, LLC	Centrally Assessed	4.21
George Jay Jorgensen Beckby	N 100.5' E2/3 Lot 1, Block 54, Original Town	300.30
Jack A. Luth	S 31.9' E2/3 Lot 1, Block 54, Original Town	73.81
Wing Properties Inc.	W1/3 Lot 1, Block 54, Original Town	24.92
R. Dennis & Patricia A. Norris, Trustees	Lot 2, Block 54, Original Town	617.23
John W. & Teresa A. Wayne	N1/2 of W2/3 Lot 6, N1/2 Lot 5, Block 54, Original Town	498.23
Gus Katrouzos	S 60' W1/3 Lot 5, Block 54, Original Town	89.16
Gus Katrouzos	S 60' W 16' E2/3 Lot 5, Block 54, Original Town	70.36

Nickie J. Kallos	E 28' S1/2 Lot 5; N 6' W 38' S1/2 Lot 5, Block 54, Original Town	176.75
Nickie J. Kallos	W 22' S1/2 Lot 6; Block 54, Original Town	139.00
R. Dennis & Patricia A. Norris, Trustees	E 22' W 44' S1/2 Lot 6; E 22' Lot 6, Block 54, Original Town	410.55
R. Dennis & Patricia A. Norris, Trustees	W1/3 Lot 7, Block 54, Original Town	330.67
R. Dennis & Patricia A. Norris, Trustees	C1/3 Lot 7, Block 54, Original Town	314.19
Wing Properties Inc.	E1/3 Lot 7, Lot 8 (except City), Block 54, Original Town	1,150.38
Nathan Detroit, Inc.	N1/2 Lot 1, Block 55, Original Town	509.17
Nathan Detroit, Inc.	N 44' S1/2 Lot 1, Block 55, Original Town	308.88
Virginia Irvine	S 22' Lot 1, Block 55, Original Town	106.65
Russell L. Hoetfelker	S1/2 W1/2 Lot 3; S1/2 Lot 4, Block 55, Original Town	404.75
Downtown Center LLC	N 67.5' Lot 5, Block 55, Original Town	51.50
Matthew E. & Janelle A. Armstrong	N 20' S 64.5' Lot 5, Block 55, Original Town	85.11
Bartenbach Real Estate, LLC	S 44.5' Lot 5, Block 55, Original Town	233.83
Arthur & Jeanene Campos	E1/3 Lot 6, Block 55, Original Town	139.00
Prairie Winds Art Center, Inc.	W1/3 Lot 7, Block 55, Original Town	213.29
Arlen P. & Rhonda L. Baumert	E2/3 Lot 7, Block 55, Original Town	191.18
Thomas W. & Angela J. Ziller	W1/3 Lot 8, Block 55, Original Town	128.83
Thomas W. & Angela J. Ziller	C1/3 Lot 8, Block 55, Original Town	128.83
Thomas W. Ziller	E1/3 Lot 8, Block 55, Original Town	485.57
Downtown Center LLC	N 68' Lot 1; Lot 2; E1/2 Lot 3, Block 56, Original Town	181.80
Downtown Center LLC	N 22' of S 42', W 6' S 20', Lot 1, Block 56, Original Town	15.85
Downtown Center LLC	N 22' of S 64' Lot 1, Block 56, Original Town	14.64
Downtown Center LLC	S 20' of E 60' Lot 1, Block 56, Original Town	12.10
Carl & Susan A. Mayhew	W1/3 Lot 5, Block 56, Original Town	200.94
R & B Capital Enterprises LLC	E2/3 Lot 5, Block 56, Original Town	499.67
Bette M. Tiner	W2/3 Lot 6, Block 56, Original Town	395.70
Bette M. Tiner	E1/3 Lot 6, Block 56, Original Town	188.58

Duane A. & Dee Ann Johnson	Lot 7, Block 56, Original Town	389.51
Downtown Center LLC	Lot 8, Block 56, Original Town	1,342.67
J & B Rentals LLC	Lot 1, Ziller Subdivision	531.70
The Grand Island Foundation, Inc.	E2/3 Lot 6, Block 57, Original Town	199.06
JEO Building Company	Lot 7, Block 57, Original Town	837.41
Overland Building Corp.	Lot 8, Block 57, Original Town	1,230.37
FirsTier Bank National Assoc.	Lots 1 & 2, Block 58, Original Town	314.03
FirsTier Bank National Assoc.	N1/2 Lot 3; N1/2 Lot 4, Block 58, Original Town	132.46
FirsTier Bank National Assoc.	Lot 5; W 22' Lot 6, Block 58, Original Town	1,516.95
FirsTier Bank National Assoc.	S1/2 Lot 3; S1/2 Lot 4, Block 58, Original Town	129.34
Darrell & Joyce Albers	Lot 1, Jensen Subdivision	161.81
M SQ Designs, Inc.	W1/3 Lot 7, Block 58, Original Town	211.23
James K. Keeshan	C1/3 Lot 7, Block 58, Original Town	122.32
Jesus G. & Victoria Galvan	Lot 1, Prensa Latina Subdivision	148.32
Eliseo & Jessica Calderon	Lot 2, Prensa Latina Subdivision	162.49
Mark A. Stelk	Lot 4, Prensa Latina Subdivision	340.48
Margoth Carpio & Brenda Eugenia Panameno	Lot 3, Prensa Latina Subdivision	126.81
Mead Bldg. Centers of G.I.	N 102.5' Lot 1; Lot 2, Block 59, Original Town	352.64
H & H Land Co.	S 29.5' Lot 1, Block 59, Original Town	19.58
Mead Bldg. Centers of G.I.	S 99' Lot 4; Lot 3, Block 59, Original Town	164.74
Mead Bldg. Centers of G.I.	N 33' Lot 4, Block 59, Original Town	181.59
Daniel H. & Ronald L. Eakes, Trustees	Lot 5, Block 59, Original Town	266.06
Chanh Ty Ngo & My T Nguyen	E 23' W 46' Lot 6, Block 59, Original Town	194.53
Larry C. & Mary Ann Gerdes	W 23' Lot 6, Block 59, Original Town	194.53
Doax Investment Co.	E 20' Lot 6; W1/2 Lot 7, Block 59, Original Town	19.22
H & H Land Company	W 22' E1/2 Lot 7, Block 59, Original Town	186.52
H & H Land Company	E 11' Lot 7; Lot 8, Block 59, Original Town	542.66
CKP LLC	Lots 1 & 2, Block 60, Original Town	617.76
CKP LLC	Lot 3, Block 60, Original Town	137.28
Business Properties of Nebraska LLC	Lot 4, Block 60, Original Town	200.77
618 W 3 rd Street LLC	Lots 5 & 6, Block 60, Original Town	686.70

Doax Investment Co.	Lots 7 & 8, Block 60, Original Town	597.17
First National Bank of Grand Island, Trustee of Eakes Office Products Center	Lots 1 & 2, Block 61, Original Town	814.38
Wells Fargo, Trustee of ABE and Jules Trust	Lots 3 & 4, Block 61, Original Town	771.13
Tri-City Properties LLC	Lot 5, Block 61, Original Town	549.12
Jack L. Hansen	Lots 6, 7 and 8, Block 61, Original Town	640.60
Richard H. & Arlene M. Baasch	S 44' Lot 1, Block 62, Original Town	199.06
Cedar Street Properties LLC	N 88' Lot 1, Block 62, Original Town	533.30
Cedar Street Properties LLC	Lot 2, Block 62, Original Town	232.58
Alan D. Zwink	N 66' W 9' Lot 3; N 66' Lot 4, Block 62, Original Town	163.02
Vogel Enterprises, Ltd.	E 16' Lot 5; W1/2 Lot 6, Block 62, Original Town	59.32
Vogel Enterprises, Ltd.	E1/2 Lot 6; W1/2 Lot 7, Block 62, Original Town	396.89
Old Sears Development, Inc.	Lots 1 & 2, Block 63, Original Town	1,235.53
Old Sears Development, Inc.	E2/3 Lot 3, Block 63, Original Town	398.11
Marlyn J. Miller	W1/3 Lot 3; E1/3 Lot 4, Block 63, Original Town	279.05
Centro Cristiano International; Dios Es Amor Inc.	W2/3 Lot 4, Block 63, Original Town	467.77
Monte C. & Sheri S. Hack	S 88' Lot 8, Block 63, Original Town	286.57
Maude E. Walters	E1/3 Lot 1, Block 64, Original Town	295.64
Craig C. Hand	C1/3 Lot 1, Block 64, Original Town	156.05
Cosrec Enterprises	W1/3 Lot 1, Block 64, Original Town	205.92
Glade Inc.	E 44' Lot 2, Block 64, Original Town	272.15
Ivan P. & Sharon L. Walsh	W1/3 Lot 2, Block 64, Original Town	219.47
Double S Properties LLC	E1/3 Lot 3, Block 64, Original Town	154.44
Donald D. & Marilyn J. Mehring	W2/3 Lot 3, Block 64, Original Town	256.31
Galen E. & Tamera M. Gerdes	Lot 4, Block 64, Original Town	629.58
Ronald L. & Francene K. Zook	N 22' Lot 8, Block 64, Original Town	190.48
Terry N. & Susan M. Taylor	S1/2 N1/3 Lot 8, Block 64, Original Town	155.35
Laverne & Donna R. Shehein	N 44' S 88' Lot 8, Block 64, Original Town	196.82
Wayne E. & Ardith C. May	Lot 1, Block 65, Original Town	228.93
Gary L. & Barbara J. Pedersen, William D. & Mary C. Grange	E1/3 Lot 2, Block 65, Original Town	178.86

Constance K. Swanson	C1/3 Lot 2, Block 65, Original Town	159.83
Archway Partnership	W1/3 Lot 2, Block 65, Original Town	259.12
Bartenbach Real Estate, LLC	E1/3 Lot 3, Block 65, Original Town	87.68
Janelle L. Brown	W1/3 Lot 3, Block 65, Original Town	154.44
Allen & Linda Hoffer	E1/3 Lot 4, Block 65, Original Town	308.70
Harriet K. Lambrecht	W2/3 Lot 4, Block 65, Original Town	224.21
J & B Rentals LLC	S 44' N1/2 Lot 5, Block 65, Original Town	241.10
Terry N. & Susan M. Taylor	N 22' Lot 5, Block 65, Original Town	139.00
JO Enterprises Inc.	S1/2 Lot 5, Block 65, Original Town	279.71
Steven L. & Barbara J. Fuller	W1/3 Lot 6, Block 65, Original Town	94.95
Scott B. & Sheri Arnold	E2/3 Lot 6, Block 65, Original Town	179.05
Transportation Equipment Co., Inc.	W1/2 Lot 7, Block 65, Original Town	237.57
C & S Group LLC	N 55' of E1/2 Lot 7; N 55' Lot 8, Block 65, Original Town	54.89
C & S Group LLC	W 18.9' of E1/2 Lot 7; N 29.9' of E 14.1' Lot 7; W 29' C 22' E1/2 Lot 7, N 29.9' of S 55' Lot 8 x CN6' S31.1' E40' Lot 8, Block 65, Original Town	224.17
Joseph J. & Janet R. Vavricek	C 22' of E 4' Lot 7; C 22' of Lot 8, Block 65, Original Town	211.07
C & S Group LLC	S 25.1' of Lot 8; N 6' of S 31.1' of E 40' Lot 8; and S 25.1' of E14.1' of Lot 7, Block 65, Original Town	297.16
James J. Berglund	Lots 1 & 2, Block 66, Original Town	1,040.89
Bonnie G. Koepke	S1/3 W1/3 of Lot 3 (Except 17.5'), C1/3 of Lot 3, Block 66, Original Town	288.29
John Vipperman, Arthur Wetzel	E1/3 Lot 3, Block 66, Original Town	238.52
James G. Duda	N88' E1/3 Lot 4, Block 66, Original Town	253.97
J. Gary & Patricia M. Vejvoda	N 88' C1/3 Lot 4, Block 66, Original Town	299.27
Ben's Drug Store, Inc.	N80' W1/3 Lot 4, Block 66, Original Town	120.53
Masonic Templecraft Assoc.	Pt W 17.5' S 44' Lot 3; N 8' S 52' W 22', & S 44', Lot 4, Block 66, Original Town	233.81
Bartenbach Real Estate, LLC	Lot 5, W1/3 Lot 6, Block 66, Original Town	563.48
Bartenbach Real Estate, LLC	E2/3 Lot 6; W1/3 Lot 7, Block 66, Original Town	281.58
James E. & Mary Ann Keeshan	E2/3 Lot 7, Block 66, Original Town	261.86
Procon Management Inc.	Lot 8, Block 66, Original Town	3,353.96
Plaza Square Development LLC	S1/2 Block 67, Original Town	1,457.37

Steven P. & Vicki Rasmussen	W2/3 Lot 2, Block 68, Original Town	203.86
Plaza Square Development	Lot 5; W 22' Lot 6, Block 68, Original Town	138.99
Equitable Building & Loan Assn	Lot 1, Block 79, Original Town	295.15
Equitable Building & Loan Assn	Lot 2, Block 79, Original Town	115.52
Equitable Building & Loan Assn	S 44' Lot 3, S 44' Lot 4, Block 79, Original Town	670.96
Equitable Building & Loan Assn	N 26' 10.5" Lot 8, Block 79, Original Town	29.15
Equitable Building & Loan Assn	S 17' 1.5" N 44' Lot 8, Block 79, Original Town	17.88
Equitable Building & Loan Assn	S 88' Lot 8, Block 79, Original Town	99.57
Thomas, Timothy, & Josephine O'Neill	E 22' of Lot 4, W 22' of Lot 3, Block 80, Original Town	176.13
Josephine O'Neill	W 44' of Lot 4, Block 80, Original Town	208.49
David C. Huston	C1/3 Lot 8, Block 80, Original Town	281.43
Derek L. & Ruth E. Mitchell	S 44' Lot 8, Block 80, Original Town	262.65
Ronald E. & Sharon R. Trampe	W1/3 Lot 2, Block 81, Original Town	166.45
Virginia M. Harris	E1/3 Lot 3, Block 81, Original Town	173.32
James S. & Precious A. Reed	C1/3 Lot 3, Block 81, Original Town	238.52
Ronald C. & Vada M. Krauss	W1/3 Lot 3, Lot 4, Block 81, Original Town	492.97
Walnut Street Partnership	Lot 5, Block 81, Original Town	468.96
Walnut Street Partnership	Lot 6, Block 81, Original Town	193.91
Wheeler Street Partnership	Lot 7; S2/3 Lot 8, Block 81, Original Town	679.54
Kent A. Schroeder and Donald L. Rathman, Trustees	N1/3 Lot 8, Block 81, Original Town	283.14
Morris Publishing Group LLC	Lot 1, Block 82, Original Town	87.83
Morris Publishing Group LLC	Lot 2, Block 82, Original Town	259.12
Morris Publishing Group LLC	Lot 3, Block 82, Original Town	87.83
Morris Publishing Group LLC	Lot 4, Block 82, Original Town	293.44
Morris Publishing Group LLC	Lots 5, 6, 7 and 8, Block 82, Original Town	2,814.25
Grand Island Hospitality LLC	Lots 1 and 2, Block 83, Original Town	432.41
JOMIDA, Inc.	Lots 3 and 4, Block 83, Original Town	909.49
Michael & Sonya Wooden	E 41' N 28' Lot 8, Block 83, Original Town	128.70
Michael & Sonya Wooden	Pt N1/3 and S2/3 Lot 8, Block 83, Original Town	214.50
Contryman & Associates	Lots 3 and 4, Block 85, Original Town	501.07
G.I. Liederkrantz	Lots 1, 2, 3 and 4, Block 87, Original Town	305.56
Enviro-Clean Contractors Inc.	N 60' of Fr Lots 1, 2, 3, Block 89, Original Town	384.39

Kathleen A. Campbell	W 67' S 50' Lot 4, Hann Addition	86.04
Hoos Insurance Agency Inc.	Lot 4, Pt of Vac St, Block 97, Railroad Addition (Comp County Sub 15-11-9)	277.95
Filemon Sanchez	N1/2 Lot 1, Block 98, Railroad Addition	24.44
Arvid C. Carlson	Lot 2, Block 98, Railroad Addition	106.94
Floriberto Sanchez Benitez	W 52' Lot 7, Block 98, Railroad Addition	209.86
Filemon Sanchez	E 14' Lot 7, Lot 8, Block 98, Railroad Addition	267.70
Contryman & Associates	Lots 1 and 2, Block 106, Railroad Addition	404.98
The Muffler Shop, Inc.	Lots 1 and 2, Block 107, Railroad Addition	356.67
The Muffler Shop, Inc.	Lots 3 & 4, Block 107, Railroad Addition	204.67
Joseph M. & Lori Jean Brown	S2/3 Lot 5, Block 107, Railroad Addition	384.41
David E. Janda, DDS	S 72' Lot 8, E 29.54' of S 71.5' Lot 7, Block 107, Railroad Addition	337.05
Barbara J. Clinch	N 60' of E 22' of Lot 7, N 60' Lot 8, Block 107, Railroad Addition	284.31
Richard & Marilyn Fox	Lots 1 and 2, Block 108, Railroad Addition	589.44
Douglas Bookkeeping Service Inc.	W 29' Lot 3, Lot 4, Block 108, Railroad Addition	635.95
Donald J. & Janet L. Placke	S 88' Lot 5, Block 108, Railroad Addition	130.47
Sam Huston Rev Living Trust	Lot 6, Block 108, Railroad Addition	169.84
Bosselman, Inc.	Lots 7 and 8, Block 108, Railroad Addition	591.06
David A. & Carolyn J. Gilroy	S 61' Lot 1; S 61' Lot 2, Block 109, Railroad Addition	220.91
Gregory T. & Gay L. Austin	N 71' Lot 1; N 71' Lot 2, Block 109, Railroad Addition	123.45
Keith A. & Christie A. Kelley	E 59.5' Lot 3, Block 109, Railroad Addition	130.93
Keith A. & Christie A. Kelley	W 6' 6.5" Lot 3, E 52'11" Lot 4, Block 109, Railroad Addition	59.85
Roger L & Sharon K. McShannon	Lots 5 and 6, Block 109, Railroad Addition	240.24
LPB, LLC	Lots 7 & 8, Block 109, Railroad Addition	499.15
Bonna Barton Wanek	Lot 8, Block 114, Railroad Addition	737.74
Margo Schager	Lot A, Gilbert's North Subdivision in part of Block 79, Original Town	168.17
Equitable Building & Loan Assn	Lot B, Gilberts North Subdivision in part of Block 79, Original Town	169.89
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 102	159.59
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 103	233.38

Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 104	576.58
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201A	507.94
Devco Investment Corporation	Yancey Condominium 301	109.96
Arvon & Luella Marcotte	Yancey Condominium 302	79.85
Thomas & Nita Farr	Yancey Condominium 303	113.58
William L. Zins	Yancey Condominium 304	104.65
Dudley & Diana Baxter	Yancey Condominium 401	81.15
Artvest III	Yancey Condominium 402	92.58
Artvest III	Yancey Condominium 403	88.90
Michael D. Jones	Yancey Condominium 404	147.01
Artvest III	Yancey Condominium 405	89.33
Larry D. Ruth	Yancey Condominium 406	126.01
Wyndell & Barbara Fordham	Yancey Condominium 407	138.35
Archway Partnership	Yancey Condominium 501	117.24
Artvest III	Yancey Condominium 502	95.16
Dudley & Diana Baxter	Yancey Condominium 503	88.96
Artvest III	Yancey Condominium 505	89.40
Robert A. Cieloha	Yancey Condominium 506	126.11
Kelvin Paul & Bonnie Diane Davis	Yancey Condominium 507	142.58
Artvest III	Yancey Condominium 601	81.96
Artvest III	Yancey Condominium 602	95.32
Colleen A. O'Neill Donald Matthews	Yancey Condominium 603	127.72
Daniel F. Clyne	Yancey Condominium 604	102.90
Artvest III	Yancey Condominium 605	89.49
Ryan G. Hansen	Yancey Condominium 606	88.52
Laura J. Johnson	Yancey Condominium 701	89.61
Artvest III	Yancey Condominium 702	95.45
Richard & Margaret Johnson	Yancey Condominium 703	89.22
Art & Jan Burtcher	Yancey Condominium 704	147.33
Michelle R. Rathjen	Yancey Condominium 705	98.43
Clifton J. Long, Sandra A. Thinnes	Yancey Condominium 706	88.26

Nelse Zachry	Yancey Condominium 707	161.24
Artvest III	Yancey Condominium 801	82.12
Mapes & Co. Partnership	Yancey Condominium 802	95.54
Mapes & Co. Partnership	Yancey Condominium 803	104.46
Judy J. Arnett	Yancey Condominium 804	168.81
Wendy Alexander Christine Alexander-Johnson	Yancey Condominium 805	125.90
Jack Nelson	Yancey Condominium 806	160.07
James F. Nissan Rev Trust	Yancey Condominium 901	82.15
Elaine & Everett Evnen	Yancey Condominium 902	95.61
Elaine & Everett Evnen	Yancey Condominium 903	104.52
Ann C. Atkins	Yancey Condominium 904	154.09
Kerry A. Rodocker	Yancey Condominium 905	121.39
Donald Jurewicz	Yancey Condominium 906	156.85
Linda Todd	Yancey Condominium 1001	89.80
David H. Wren	Yancey Condominium 1002	95.64
Jeremy S. & Jack L. Gillam	Yancey Condominium 1003	104.59
Ruth E. Megard, Trustee	Yancey Condominium 1005	111.78
Tera VanWinkle	Yancey Condominium 1006	160.26
John Patrick Tooley	Yancey Condominium 1101	89.93
Linda L. Clare Rev Trust	Yancey Condominium 1102	95.73
Lynn A. Buckley	Yancey Condominium 1103	114.40
Frank L. Hoelck Trust	Yancey Condominium 1104	160.58
Elizabeth W. Mayer	Yancey Condominium 1105	111.94
Elizabeth W. Mayer	Yancey Condominium 1106	191.79
Home Federal Savings & Loan Assn	Lot 3, Hann's 4 th Addition	1,561.54
FOE #378	Pt Lots 3 and 4, Block 68, Original Town	695.05
Artvest III	Yancey Condominium 002	10.72
Artvest III	Yancey Condominium 001	27.49
Bonna Barton Wanek	S 88' Lot 7, Block 114, Railroad Addition	52.43

Roxann Ellison	W 18.9' of E 33' of S 25.1' Lot 7, Block 65, Original Town	38.44
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 101	38.61
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201B	61.43
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201C	154.44
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201D	116.69
Home Federal Savings & Loan Assoc. of Grand Island	Pt Lots 1, 2, 3, 4 and 7; all of Lots 5 and 6; pt Vacated Alley, Block 89, Original Town	358.65
James & Mavis Reiter	Lot 2, Jensen Subdivision	101.93
Furniture Clearing House, Inc.	Lot 2, Ziller Subdivision	434.82
Salvation Army	Block 113 and part of vacated alley, Railroad Addition	204.25

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item E1

Public Hearing on Request of ScoJay Investments, LLC dba The Tank, 123 E. South Front Street for a Class "C" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 12, 2006

Subject: Public Hearing on Request of ScoJay Investments, LLC dba The Tank, 123 E. South Front Street for a Class "C" Liquor License and Request of George Jay Beckby, 800 S. Shore Drive, Hastings, Nebraska for Liquor Manager Designation

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

Presenter(s): RaNae Edwards, City Clerk

Background

Scott Johnson and Jay Beckby, owners of ScoJay Investments, LLC dba The Tank, 123 E. South Front Street have submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

Discussion

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

Also included is the request of George Jay Beckby, 800 S. Shore Drive, Hastings, Nebraska for a Liquor Manager Designation. Approval is recommended contingent upon Mr. Beckby completing a state approved alcohol server/training program.

Alternatives

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

1. Approve the application.

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

Recommendation

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

Sample Motion

Move to approve the application of ScoJay Investments, LLC dba The Tank, 123 E. South Front Street for a Class "C" Liquor License and the request of George Jay Beckby, 800 S. Shore Drive, Hastings, Nebraska for a Liquor Manager Designation with the stipulation that a state approved alcohol server/seller training program be completed by Mr. Beckby.



**INTEROFFICE
MEMORANDUM**
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: August 25, 2006

TO: RaNae Edwards, City Clerk

FROM: Brad Brush, Lieutenant, Police Department

RE: Application for Class "C" Liquor License
ScoJay Investments, LLC dba "The Tank, 123 E South Front,
Grand Island, NE/Application for Liquor Manager
Designation for George J. Beckby

The Grand Island Police Department received the application from ScoJay Investments LLC dba "The Tank", 123 E South Front Street, Grand Island, NE for a Class "C" Liquor License and the application for a Liquor Manager Designation in the name of George J. Beckby.

The application for the Liquor Manager is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, in articles 3, 4, 7, 8, 10, 11, or 12, Chapter 28, thus disqualifying the applicant.

It is the Police Department's recommendation to accept this Liquor Manager Designation Application in the name of George J. Beckby, as well as the Liquor License application for the business, ScoJay Investments, LLC dba "The Tank", 123 E South Front Street, Grand Island, NE 68801.

BB/rk

A handwritten signature in black ink that reads "St. Brush".

08/25/06
09:27

Grand Island Police Dept.
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 15:53:37 08/23/2006
Occurred before : 15:53:37 08/23/2006
When reported : 15:53:37 08/23/2006
Date disposition declared : 08/25/2006
Incident number : L06083642
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 123 e South Front
State abbreviation : NE
ZIP Code : 68801
Contact or caller : RaNae Edwards
Complainant name number :
Area location code : PCID Police - CID
Received by : Brush B
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Brush B
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	116619		Johnson, Scott	liq lic applicant
NM	116620		Johnson, Rhonda	wife of applicant
NM	97889		Beckby, George	liq mgr designee

LAW INCIDENT NARRATIVE:

Request for assessment & recommendation-Liquor Manager Designation Application and Retail Corporation Liquor License.

The Liquor Manager Designation Applicant's name is George J Beckby
Business-123 E South Front, GI, NE 68801.

Nebraska Criminal Justice Information System (NCJIS) and the following convictions not declared by Beckby were found;

1.)12/29/1983-OBSTRUCTING GOVT OPERATIONS(1) -MISDMNR
DISPOSITION-AMENDED
SENTENCE-FINE 150 COURT COST

Failure to declare the above convictions causes the application to be false.

National Crime Intelligence Center (NCIC) search reflected no other convictions.

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Grand Island Police Dept.
LAW INCIDENT TABLE

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Retail Corporation Liquor License applicant is Scott A Johnson for business, The Tank, 123 E South Front, GI, NE 68801.

Nebraska Criminal Justice Information System (NCJIS) and no convictions were found that were not declared by Scott A Johnson.

In summation;

The application for the Liquor manager is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, in articles 3, 4, 7, 8, 10, 11, or 12, Chapter 28, thus disqualifying the applicant.

It is the police department's recommendation to accept this Liquor Manager Designation Application in the name of Georg J Beckby, as well as the Liquor License application for the business, ScoJay Investments, LLC dba The Tank, 123 E South Front Street, GI, NE 68801.



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item E2

**Public Hearing on Request of Edwin Bolanos dba La Zona Rosa,
611 East 4th Street for a Class "C" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 12, 2006

Subject: Public Hearing on Request of Edwin Bolanos dba La Zona Rosa, 611 East 4th Street for a Class “C” Liquor License

Item #'s: E-2 & I-2

Presenter(s): RaNae Edwards, City Clerk

Background

Edwin Bolanos dba La Zona Rosa, 611 East 4th Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

Discussion

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

On July 25, 2006, the City Council denied a Change of Location application for Mr. Bolanos due to Law Enforcement concerns with out buildings, parking, and Police Officer resources. Since that date there has been considerable effort to clean and upgrade the property. The Police Department is recommending approval.

Mr. Bolanos has completed a state approved alcohol server/training program on July 20, 2006. Approval is recommended.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application of Edwin Bolanos dba La Zona Rosa, 611 East 4th Street for a Class "C" Liquor License.



**INTEROFFICE
MEMORANDUM**
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: August 25, 2006

TO: RaNae Edwards, City Clerk

FROM: Brad Brush, Lieutenant, Police Department

RE: Application for Class "C" Liquor License
for La Zona Rosa, 611 East 4th Street,
Grand Island, NE 68801 and Application
for Special Designated Manager for the
business La Zona Rosa, 611 East 4th Street.

The Grand Island Police Department has received an applications for a Class "C" Liquor License for La Zona Rosa, 611 East 4th Street, Grand Island, Nebraska 68801.

The application for the liquor license is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, thus disqualifying the applicant.

It is the Police Department's recommendation to accept this liquor License application for Edwin Bolanos dba La Zona Rosa, 611 East 4th Street, Grand Island, NE.

BB/rk

A handwritten signature in cursive script that reads "B. Brush".

08/23/06
15:09

Grand Island Police Dept.
LAW INCIDENT TABLE

333
Page: 1

City : Grand Island
Occurred after : 10:12:20 08/23/2006
Occurred before : 10:12:20 08/23/2006
When reported : 10:12:20 08/23/2006
Date disposition declared : 08/23/2006
Incident number : L06083606
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 611 E 4th
State abbreviation : NE
ZIP Code : 68801
Contact or caller : RaNae Edwards
Complainant name number :
Area location code : PCID Police - CID
Received by : Brush B
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Brush B
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L06071688	07/11/06	Liquor Lic Inv	mentioned
NM	27648		Bolanos, Edwin D	liq lic applicant
NM	82768		Bolanos, Angela M	wife, mentioned
NM	108974		LaZona Rosa Restaurant,	mentioned

LAW INCIDENT NARRATIVE:

Request for assessment & recommendation-Liquor Manager Designation Application for Retail Liquor License.

The Liquor License application for LaZona Rosa by Edwin Bolanos at 611 E 4th, GI NE 68801.

A check of the Nebraska Criminal Justice Information System (NCJIS) found the following convictions not declared by the applicant on the application;

*Theft-shoplifting \$0-200 ; Class 2 Misdemeanor, Hall county

Offense Date is 10/08/1997

Plea is Guilty/Admit

*Careless driving ; Infraction, Hall county

Offense Date is 08/23/2002

Plea is Guilty/Admit

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Grand Island Police Dept.
LAW INCIDENT TABLE

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*Open Burning Violation ; Infraction, Hall county
Offense Date is 10/11/2004
Plea is Guilty/Admit

Failure to declare the above convictions causes the application to be false.

A National Crime Intelligence Center (NCIC) search reflected no other convictions.

A check of the Nebraska Criminal Justice Information System (NCJIS) found no convictions by the applicants wife, Angela M Bolanos, nee Petersen.

In summation;
The application for the liquor license is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, thus disqualifying the applicant.

It is the police department's recommendation to accept this Liquor License application for Edwin Bolanos dba LaZona Rosa at 611 E 4th, GI NE 68801.

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Brush B	10:47:54 08/23/2006

208, 082306 reference previous liq lic inv
Grand Island Police Department
Supplemental Report

Date, Time: 082306
Reporting Officer: Lieutenant Brush
Unit #:cid

A Previous Liquor License Investigation L06071688 uncovered some concerns for Law Enforcement.

The problems with allowing a liquor license at 611 E 4th, with the capacity of 350, presented the following potential problems for Law Enforcement mentioned in an original application of transfer of liquor license from 613 E 4th, ElZona Rosa Restaurant to 611 E 4th;

"There are partially open as well as completely open out buildings on the property or adjacent to the proposed night club that would make it difficult for law enforcement to monitor. The buildings appear rather inviting for inappropriate and or illegal activity of minors as well as adult patrons, during night time hours. The buildings are located on the property of the La Pasadita Auto Sales lot also owned by Bolanos and the present LaZona Rosa Restaurant owned by Bolanos."

The following remedy was mentioned;

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Grand Island Police Dept.
LAW INCIDENT TABLE

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"A possible remedy for law enforcement's monitoring problems of these buildings, would be to fence the buildings in or the patrons of the night club and their vehicles out of the area of the buildings. I would suggest a solid, 8 foot fence surrounding an area of sufficient size to park a reasonable number of vehicles. Bolanos mentioned that the maximum capacity of his night club is 350 people. This officer doesn't believe there is sufficient designated parking for vehicles for that number of people at this time. This officer would also advise at the present time there is no designated handicap parking near the buildings at 611 or 613 E 4th street."

In the previous investigation suggested when these concerns are addressed and or met in a fair and impartial manner, an assessment & possible recommendation could be addressed.

Grand Island Police Chief Steve Lamken and this officer have been visually monitoring the property at 611 & 613 E 4th and concur that there has been a good faith effort to cleaned and upgraded the property.

It is the police department's recommendation to accept this Liquor License application for Edwin Bolanos dba LaZona Rosa, 611 E 4th, GI, NE 68801.



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item E3

**Public Hearing on Acquisition of Utility Easement - 602 West
Stolley Park Road - Barr Middle School**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 12, 2006

Subject: Acquisition of Utility Easement – 602 West Stolley Park Rd – Barr Middle School

Item #'s: E-3 & G-5

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 School District of Grand Island, located on the north side and the south side of Barr Middle School, 602 West Stolley Park Road, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair water mains.

Discussion

Barr Middle School and the Grand Island School District are in the process of expanding their building. A water main providing service and fire protection is in the area of the new expansions. A new water main is being constructed to replace the old main which will be abandoned. This easement will be located on the new main which will allow the maintenance or repair of that line. The City will continue to own the main after completion.

Alternatives

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

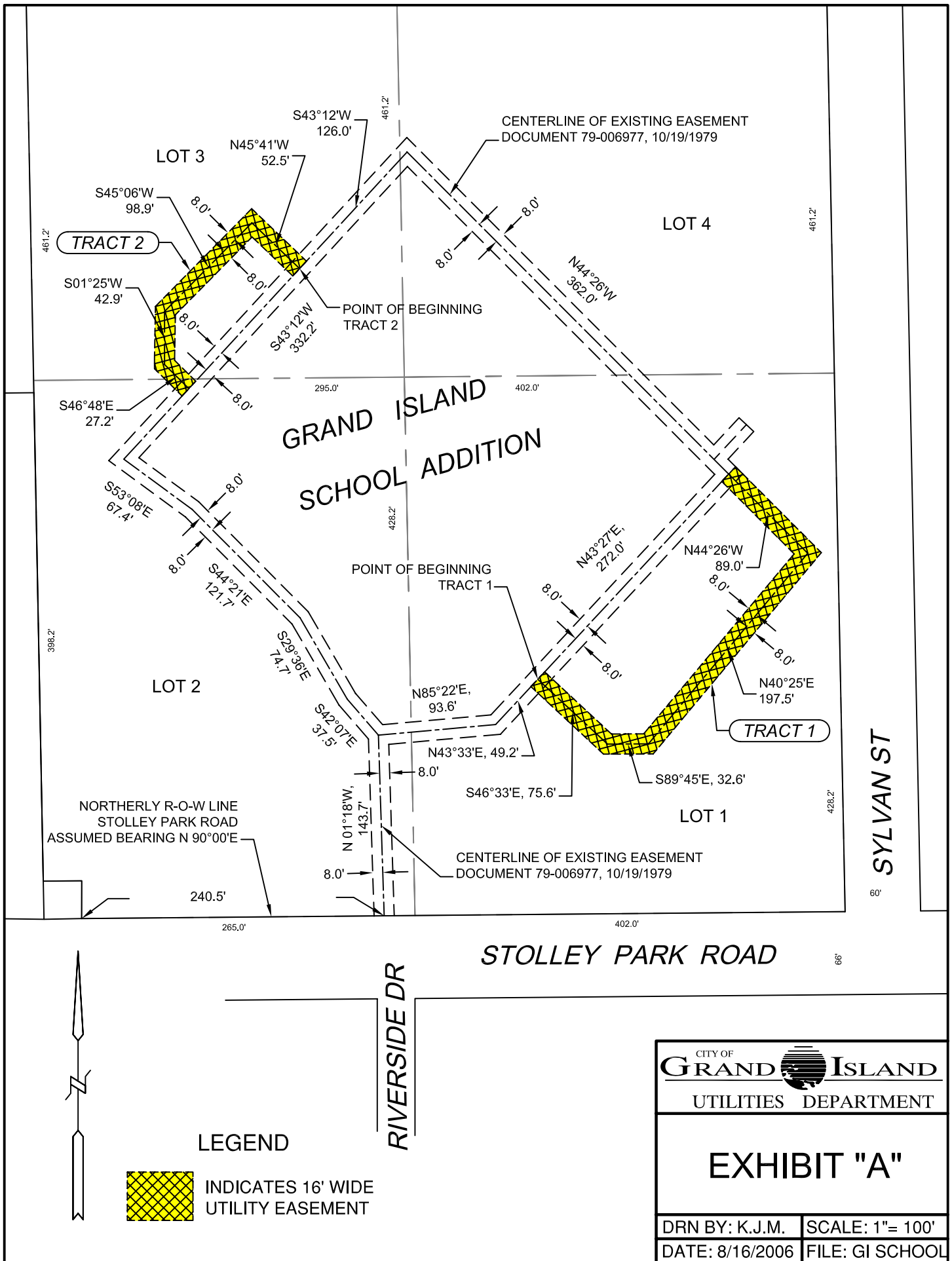
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 12, 2006

Council Session

Item E4

**Public Hearing on General Property, Parking District #2 (Ramp),
and Community Redevelopment Authority Tax Request**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 12, 2006

Subject: Public Hearing and Resolution Approving General Property, Parking District No. 2 (Ramp), and Community Redevelopment Authority Tax Request

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

Presenter(s): Dave Springer, Finance Director

Background

Nebraska State Statute 77-1601-02 requires that the City of Grand Island conduct a public hearing if the property tax request changes from one year to the next. Our general property tax request increased from \$5,212,064 for FY2005-2006 to \$5,467,530 for FY2006-2007, or an increase of \$255,466. This represents a 4.9% increase in actual tax dollars, a 0.0% change in the City's levy.

The property tax request for Parking District No.2, also known as the Parking Ramp (Fund 271), decreased from \$13,000 in FY2005-2006 to \$11,000 for FY2006-2007, or a decrease of \$2,000. Parking District No. 2's levy decreased by 4.9%, while the districts valuation decreased by 9.6%. This is the fifth consecutive year that the tax asking has been reduced for the Parking Ramp.

The property tax request for the Community Redevelopment Authority did not change from the \$492,540 requested in FY2005-2006. This represents a 4.7% decrease in the CRA's levy.

Discussion

The City Council needs to pass a resolution by majority vote setting the property tax request for the general property tax at \$5,467,530, the Parking District No.2 property tax at \$11,000, and the Community Redevelopment Authority property tax at \$492,540. The property tax request was published in the Grand Island Independent on September 6, 2006. It is appropriate at this time to solicit public comment. The action is contained under Resolutions. This represents the final action to be taken on the FY2006-2007 Budget.

Alternatives

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

1. Approve the General Property, Parking District No. 2, and CRA tax requests.
2. Modify the Budget and tax requests.

Recommendation

City Administration recommends that the Council approve the tax requests and levies as presented.

Sample Motion

Approve the FY2006-2007 General Property, Parking District No.2, and Community Redevelopment Authority tax requests and levies, as presented in the related Resolution.



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item E5

**Public Hearing on Request from Equitable Federal Savings Bank
of Grand Island for Conditional Use Permit for Temporary
Placement of Modular Banking Facility Located at 3012 South
Locust Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 12, 2006

Subject: Request of David Dohmen of Equitable Federal Savings Bank of Grand Island for Approval of a Conditional Use Permit to Allow for the Placement of a Temporary Banking Facility at 3012 South Locust Street

Item #'s: E-5 & H-1

Presenter(s): Craig Lewis – Building Department Director

Background

This request is for approval of a conditional use to allow for the temporary placement of a bank facility at 3012 South Locust Street for a two year period. The proposal is to place a modular bank building on the site as a design for a permanent facility proceeds. The property is zoned B-2/A-C which is a general business zone with an arterial commercial zone overlay, within that zoning classification temporary buildings are only allowed if approved by the City Council in the form of a conditional use permit.

Discussion

This proposal is currently progressing as permits have been issued to place the modular building on the site and renovate it to meet current building codes. During the process of the plan reviews it was discovered that the wiring would not meet that which is required by the City code for commercial buildings and it became advantageous to seek approval on a temporary basis rather than to modify the facility to meet permanent commercial standards. Again the proposal is to operate from the modular building until such time as a permanent building can be designed and built, with the expected completions in approximately two years. The site location is such that it would not appear that this request will have any negative impact on the neighboring properties.

Alternatives

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

1. Approve the request.
2. Disapprove or /Deny the request.
3. Modify the request to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the request and authorize the issuance of a conditional use permit for a two year period.

Sample Motion

Motion to approve the request for a conditional use permit for a temporary bank facility for a two year period.



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F1

**#9067 - Consideration of Vacation of Utility Easements - 602 West
Stolley Park Road - Barr Middle School**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 12, 2006

Subject: Vacation of Utility Easement – 602 West Stolley Park Road – Barr Middle School

Item #'s: F-1

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

Background

The Utilities Department needs to vacate two easements relative to the property of the School District of Grand Island, located on the north side and south side of Barr Middle School, 602 West Stolley Park Road, in the City of Grand Island, Hall County. The easements were located on top of water lines that have been relocated to facilitate the construction of additions to the Barr Middle School.

Discussion

The easements were originally created to provide access to upgrade, maintain, and repair the water lines within the easements. Since the lines have been relocated, buildings have been constructed in these locations therefore, the easements are no longer needed.

Alternatives

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

1. Move to approve vacation of the 16 ft. utility easements
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 Ordinance No.9067 to vacate the utility easement as described on the Barr Middle School property.

Sample Motion

Motion to approve Ordinance No. 9067 to vacate the utility easement as described on Barr Middle School property.

Ordinance No. 9067

Vacation of portion of a sixteen (16.0) foot wide easement recorded in the office of the Hall County Register of Deeds – document 79-006977 dated 10/19/1979

... and through a part of Lot One (1), part of Lot Two (2), and part of Lot Three (3), each of Grand Island School Addition, in the City of Grand Island, Hall County, Nebraska; being more particularly described as follows:

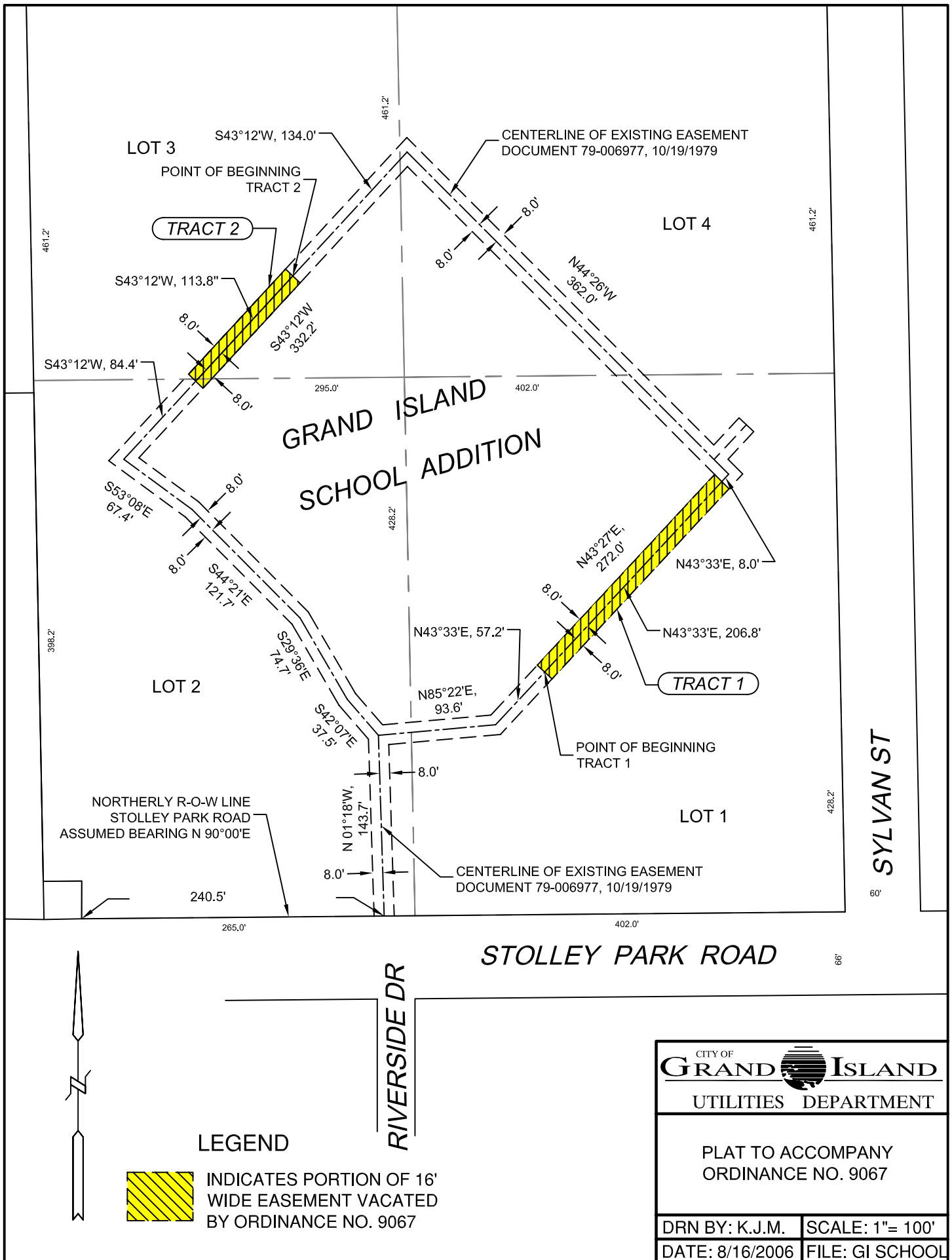
TRACT NO. 1

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as commencing at a point on the northerly right-of-way line of Stolley Park Road, being two hundred forty and five tenths (240.5) feet east of the southerly most southwesterly corner of Lot Two (2) Grand Island School Addition; thence N01°18'W along the centerline of an existing easement recorded in the office of the Hall County Register of Deeds as Document 79-006977, a distance of one hundred forty three and seven tenths (143.7) feet; thence N85°22'E along said centerline, a distance of ninety three and six tenths (93.6) feet; thence N43°27'E along said centerline, a distance of fifty seven and two tenths (57.2) feet to the actual point of beginning of Tract 1; thence continuing N43°27'E along said centerline, a distance of two hundred six and eight tenths (206.8) feet.

TRACT NO. 2

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as commencing at a point on the northerly right-of-way line of Stolley Park Road, being two hundred forty and five tenths (240.5) feet east of the southerly most southwesterly corner of Lot Two (2) Grand Island School Addition; thence N01°18'W along the centerline of an existing easement recorded in the office of the Hall County Register of Deeds as Document 79-006977, a distance of one hundred forty three and seven tenths (143.7) feet; thence N85°22'E along said centerline, a distance of ninety three and six tenths (93.6) feet; thence N43°27'E along said centerline, a distance of two hundred seventy two (272.0) feet; thence N44°26'W along said centerline, a distance of three hundred sixty two (362.0) feet; thence S43°12'W along said centerline, a distance of one hundred thirty four (134.0) feet to the actual point of beginning of Tract 2; thence continuing S43°12'W along said centerline, a distance of one hundred thirteen and eight tenths (113.8) feet.

... containing a combined total of 0.118 acres, more or less, as shown on the plat dated 8/16/2006.



* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9067

An ordinance to vacate a portion of an existing sixteen (16.0) foot wide easement recorded in the office of the Hall County Register of Deeds on October 10, 1979 as Document No. 79-006977, and through a part of Lot One (1), part of Lot Two (2), and part of Lot Three (3), each of Grand Island School Addition to the City of Grand Island, Hall County, Nebraska; to provide for filing this ordinance in the office of the Register of Deeds of Hall County; 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. That a portion of an existing sixteen (16.0) foot wide easement recorded in the office of the Hall County Register of Deeds on October 10, 1979 as Document No. 79-006977, and through a part of Lot One (1), part of Lot Two (2), and part of Lot Three (3), each of Grand Island School Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows, is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney

ORDINANCE NO. 9067 (Cont.)

TRACT NO. 1:

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as commencing at a point on the northerly right-of-way line of Stolley Park Road, being two hundred forty and five tenths (240.5) feet east of the southerly most southwesterly corner of Lot Two (2) Grand Island School Addition; thence N01°18'W along the centerline of an existing easement recorded in the office of the Hall County Register of Deeds as Document 79-006977, a distance of one hundred forty three and seven tenths (143.7) feet; thence N85°22'E along said centerline, a distance of ninety three and six tenths (93.6) feet; thence N43°27'E along said centerline, a distance of fifty seven and two tenths (57.2) feet to the actual point of beginning of Tract 1; thence continuing N43°27'E along said centerline, a distance of two hundred six and eight tenths (206.8) feet.

TRACT NO. 2:

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as commencing at a point on the northerly right-of-way line of Stolley Park Road, being two hundred forty and five tenths (240.5) feet east of the southerly most southwesterly corner of Lot Two (2) Grand Island School Addition; thence N01°18'W along the centerline of an existing easement recorded in the office of the Hall County Register of Deeds as Document 79-006977, a distance of one hundred forty three and seven tenths (143.7) feet; thence N85°22'E along said centerline, a distance of ninety three and six tenths (93.6) feet; thence N43°27'E along said centerline, a distance of two hundred seventy two (272.0) feet; thence N44°26'W along said centerline, a distance of three hundred sixty two (362.0) feet; thence S43°12'W along said centerline, a distance of one hundred thirty four (134.0) feet to the actual point of beginning of Tract 2; thence continuing S43°12'W along said centerline, a distance of one hundred thirteen and eight tenths (113.8) feet.

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 9067 (Cont.)

Enacted: September 12, 2006.

Attest:

Jay Vavricek, Mayor

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F2

#9068 - Consideration of Assessment for Water Main District 452 - Knott and Palu Subdivision Areas

This item relates to the aforementioned Board of Equalization Item D-2.

Staff Contact: Gary R. Mader

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9068

An ordinance to assess and levy a special tax to pay the cost of construction of Water Main District No. 452 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; 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. There is hereby assessed upon the following described lots, tracts, and parcels of land specifically benefited, for the purpose of paying the cost of construction of said water main in said Water Main District 452, as adjudged by the Mayor and Council of said City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and lands as follows:

ORDINANCE NO. 9068 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Dorothy Menke Revocable Trust; Dorothy Menke, Trustee	Part of Lot 8, Palu Subdivision; more particularly described as follows: Beginning at the northeast corner of Lot Eight (8) Palu Subdivision in the City of Grand Island, Hall County, Nebraska; thence southerly along the easterly line of said Lot Eight (8), a distance of one hundred one (101.0) feet to the southeast corner of said Lot Eight (8); thence westerly along the southerly line of said Lot Eight (8), a distance of one hundred sixty one and five tenths (161.5) feet to the southwest corner of said Lot Eight (8); thence northerly along the westerly line of said Lot Eight (8) to a point forty-six (46.0) feet south of the northwest corner of said Lot Eight (8); thence northeasterly a distance of sixty seven and thirty five hundredths (67.35) feet to a point on the northerly line of said Lot Eight (8) being fifty (50.0) feet easterly of the northwest corner of said Lot Eight (8); thence easterly along the northerly line of Lot Eight (8) to the said Point of Beginning.	2,985.49
Gaylord A. & Susan Martens, Tomas Palu, David Palu, Amy Palu, and Michael Palu	Lot 9, Palu Subdivision	3,061.50
Manuel & Cathern E. Vega	Lot 11, Palu Subdivision	2,930.27
Dennis L. Beins	Lot 12, Palu Subdivision	3,077.49
Lyle E. & Arlene M. Knott	Lot 1, Block 1, Knott Subdivision	4,466.06
Lyle E. & Arlene M. Knott	Lot 1, Block 2, Knott Subdivision	2,927.28
Lyle E. & Arlene M. Knott	Lot 2, Block 2, Knott Subdivision	3,143.92
Lyle E. & Arlene M. Knott	Lot 5, Block 2, Knott Subdivision	3,017.63
Marlene R. & Jerald W. Andersen	Lot 2, Block 1, Knott Subdivision	4,315.18
Ronnie L. & Solveig L. Knott	Lot 9, Block 1, Knott Subdivision	3,606.56
Ronnie L. & Solveig L. Knott	Lot 4, Block 2, Knott Subdivision	3,077.07
Randy L. & Terri L. Knott	Lot 3, Block 2, Knott Subdivision	4,022.46
R.S. Wheel, LLC	Lot 1, Valentine Motel Subdivision	4,522.33
R2S2, LLC	Lot 7, Palu Subdivision	3,816.60
R2S2, LLC	Lot 10, Palu Subdivision	3,570.63
R2S2, LLC	Part of the NE1/4, NE1/4 of Section 33, Township 11 North, Range 9 West of the 6 th P.M. in Hall County, Nebraska; more particularly described as follows: Beginning at a point on the easterly right-of-way line of Lake Street, being thirty (30.0) feet south of the southeast corner of Lot Eleven (11) Palu Subdivision in the City of Grand Island, Hall County, Nebraska; thence easterly along the easterly extension of the northerly line of Knott Subdivision, a distance of five hundred twenty five and eighty eight hundredths (525.88) feet to the westerly right-of-way line of Locust Street;	19,812.80

ORDINANCE NO. 9068 (Cont.)

	thence southerly along the westerly right-of-way line of said Locust Street, a distance of one hundred eleven and twenty seven hundredths (111.27) feet to a point of deflection; thence southwesterly along the right-of-way line of said Locust Street, a distance of thirty three and ninety six hundredths (33.96) feet to a point on the northerly right-of-way line of said Lake Street; thence westerly along the northerly right-of-way line of said Lake Street, a distance of four hundred nine and eight tenths (409.8) feet to a point of deflection; thence northwesterly along the right-of-way line of said Lake Street, a distance of one hundred sixty two and fifty six hundredths (162.56) feet to the said Point of Beginning.	
TOTAL		\$72,353.27

SECTION 2. The special tax shall become delinquent as follows: One-fifth of the total amount shall become delinquent in fifty days; one-fifth in one year; one-fifth in two years; one-fifth in three years; and one-fifth in four years, respectively after the date of such levy.

SECTION 3. The entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen (14%) per annum shall be paid thereof, until the same is collected and paid.

SECTION 4. The treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Such special assessments shall be paid into a fund to be designated as the "Water Fund 452".

SECTION 6. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 9068 (Cont.)

SECTION 7. 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: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F3

**#9069 - Consideration of Assessments for Street Improvement
District No. 1257, Shanna Street in Western Heights 4th
Subdivision**

This item relates to the aforementioned Board of Equalization Item D-1.

Staff Contact: Steven P. Riehle, Public Works Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9069

An ordinance to assess and levy a special tax to pay the cost of construction of Street Improvement District No. 1257 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provision of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said Street Improvement District No. 1257 located along Shanna Street in Western Heights Fourth Subdivision in the city of Grand Island, Nebraska, as adjudged by the Council of said City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney

ORDINANCE NO. 9069 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Julie R. Liske	North 64 feet of Lot 5, Western Heights Fourth Subdivision	155.78
Reginald D. & Mary I. Rhoads	Lot 6, Western Heights Fourth Subdivision	872.40
Pamela D. Wiley	Lot 7, Western Heights Fourth Subdivision	3,422.83
Ronny R. & Deborah K. Morse	Lot 8, Western Heights Fourth Subdivision	2,635.66
Randall D. & Connie K. Ross	Lot 9, Western Heights Fourth Subdivision	2,635.66
Gary I. & Pamela Christensen	Lot 10, Western Heights Fourth Subdivision	2,635.66
Randy Lee & Michalene Ann Iversen	Lot 11, Western Heights Fourth Subdivision	2,635.66
James R. & Susan K. Hamilton	Lot 12, Western Heights Fourth Subdivision	2,635.66
Richard D. & Debra A. Dalton	Lot 13, Western Heights Fourth Subdivision	2,636.87
Brian D. & Christine P. McCarraher	Lot 14, Western Heights Fourth Subdivision	2,506.41
Blake A. & Delonna J. McDowell	Lot 15, Western Heights Fourth Subdivision	2,507.86
Marshall Tice & Lory L. Forgy	Lot 16, Western Heights Fourth Subdivision	2,507.86
Larry G. & Patricia J. Anderson	Lot 17, Western Heights Fourth Subdivision	2,507.86
TOTAL		\$30,296.17

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years, one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; and one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14.0%) per annum shall be paid thereon, until the same is collected and paid.

ORDINANCE NO. 9069 (Cont.)

SECTION 3. The treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Paving District Assessment Fund" for Street Improvement District No. 1257.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F4

#9070 - Consideration of Assessments for Business Improvement District #3

This item relates to the aforementioned Board of Equalization Item D-3.

Staff Contact: David Springer

ORDINANCE NO. 9070

An ordinance to assess and levy a special tax to pay the 2006-2007 revenue year cost of Business Improvement District No. 3 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2006-2007 revenue year cost of Business Improvement District No. 3 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2006-2007 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Jerry L. & Janet C. Loney	West 273 feet of Lot 1 (except City), Burch Subdivision	490.35
Larry W. Coffey	West 125 feet of Lots 2, 3 and 4 (except City), Burch Subdivision	630.07
Michael S. & Sandra S. Williams	Lot 5 (except City), Burch Subdivision	419.02
Michael S. & Sandra S. Williams	Lot 1 (except City), Burch Second Subdivision	491.75
The Eating Establishment	Lot 1 (except City), Runza Subdivision	542.01
Bradley L. Shanahan Teresa K. Brooks	East 100 feet of Lot 12, and east 100 feet of Lot 13, (except City) Holcomb's Highway Homes Subdivision	700.00
Charles L. Hancock & Robert D. Hancock	Lot 14 (except City), Holcomb's Highway Homes Subdivision	383.46
Ryan & Darcy Hansen	Lot 15 (except City), Holcomb's Highway Homes Subdivision	379.54

ORDINANCE NO. 9070 (Cont.)

Dianna D. Duering	Lot 1, Bartz Subdivision	381.50
Gary & Linda Shovlain	Lot 3, Shovlain Second Subdivision	543.80
Rickie D. & Susan J. Noden	South 52 feet of Lot 19 and north 1 foot of Lot 20, Holcomb's Highway Homes Subdivision	183.16
Video Kingdom of Grand Island, Inc.	South 108 feet of Lot 20 (except City), Holcomb's Highway Homes Subdivision	381.57
Kershner Properties, LLC	North 60 feet of Lot 22 (except City), Holcomb's Highway Homes Subdivision	207.34
Charles A. Douthit	Lot 21 (except City), Holcomb's Highway Homes Subdivision	381.57
Robert L. Clymer, Jonadyne Carpenter	South 98 feet of Lot 23 and north 12 feet of Lot 24, (except City) Holcomb's Highway Homes Subdivision	385.00
Kershner Properties, LLC	South 49 feet of Lot 22 and north 11 feet of Lot 23 (except City), Holcomb's Highway Homes Subdivision	210.00
Llamas Enterprises Alina Hernandez	South 97 feet of Lot 24, Lot 25, and north 38 feet of Lot 26, (except City) Holcomb's Highway Homes Subdivision	853.79
Marion D. Larsen Rev. Trust	North 79 feet of Lot 27 and south 71 feet of Lot 26, (except City) Holcomb's Highway Homes Subdivision	525.21
McCloud Super 8 Motel Inc.	Part of Lot 25 (except City), Matthews Subdivision	866.18
William E. & Sandra L. Lawrey	Lot 1 (except City), Garrison Subdivision	791.46
Cedar Street Investment Co.	Lot 2, Mil-Nic Second Subdivision	957.60
Paulsen and Sons Inc.	Lots 1 & 28 (except City), Lots 2, 3, 26, and 27, Roush's Pleasantville Terrace Subdivision	700.21
Gary E. Shovlain	Lot 2, Shovlain Second Subdivision	420.07
Rex E. & Jonadyne A. Carpenter	Lot 1 [200' x 400'] (except City), Woodland First Subdivision	697.97
Rex E. & Jonadyne A. Carpenter	Lot 2 [200' x 400'] (except City), Woodland First Subdivision	700.14
Equitable Federal Savings Bank of Grand Island	Lot 3 (except City), Woodland First Subdivision	700.21
Danny K. Oberg	Lot 4 (except City), Woodland First Subdivision	696.64
Darryl Wilhelmi	Lot 5 (except City), Woodland First Subdivision	700.21
Jack E. Rasmussen, et al	North 50 feet of east 260 feet of Lot 6 (except City), Woodland First Subdivision	174.48
Brad Shearer	South 126 feet of east 260 feet of Lot 6 (except City), Woodland First Subdivision	443.21
Alpha Corporation	East 260 feet of Lot 8 (except City), Woodland First Subdivision	733.08
Stratford Plaza, L.L.C.	Lot 11 (except City), Woodland Second Subdivision	1,900.92
Bosselman Inc.	Lot 8, Woodland Second Subdivision	522.69

ORDINANCE NO. 9070 (Cont.)

Bennett Properties Inc.	Lot 9, Woodland Second Subdivision	525.11
Laub-Otto, LLC	Lot 10, Woodland Second Subdivision	556.12
Jack E. Rasmussen, Joanne L. Rasmussen, Richard S. Rasmussen, June E. & William Blackburn	Lot 1 except north 25 feet of east 260 feet (except City), Woodland Third Subdivision	262.22
William E. Lawrey	North 25 feet of east 260 feet of Lot 1 and all of Lot 2, (except City) Woodland Third Subdivision	437.26
McDermott & Miller, PC	Lot 1 (except City), Woodridge South Subdivision	883.82
Marion D. Larsen Rev. Trust	Lot 2 (except City), Woodridge South Subdivision	380.38
Ming Zhou, Nghi Trien	Section 27-11-9; Part of Lot 1 MLD (except City)	347.24
Milton Motels LLC	Part of N1/2, SW1/4, SW1/4 of Section 27-11-9	2,084.11
Platte Valley State Bank & Trust Company	Lot 1, Equestrian Meadows Subdivision	623.77
Grand Island Music, Inc.	Part of Lot 1 (except City), Desert Rose Subdivision	1,497.41
Theodore J. Robb	Part of NW1/4, SW1/4 (except City) of Section 27-11-9	1,176.04
MIK, LLC	Part of NW1/4 of SW1/4 of Section 27-11-9 and part of Lot 4 Island (except City)	1,108.00
Eloy Uribe & Oralia Erives	Part of Lot 1 MLD in Section 27-11-9	511.56
John L. & Beth A. French	Lot 1 (except City), Knox Subdivision	489.41
All Faiths Funeral Home LLC	Part of NW1/4, NW1/4, SW1/4 of Section 27-11-9	840.00
Pharmacy Properties, LLC	Lot 2, Equestrian Meadows Subdivision	507.47
Ronald J. & Lori D. Willis	Part of NE1/4 of NE1/4 (except City) of Section 28-11-9	350.00
Theodore J. & Mason D. Robb	Lot 2 (except City), Knox Third Subdivision	462.14
Ted Robb	Lot 3 (except City), Knox Third Subdivision	269.71
O'Reilly Automotive, Inc.	Lot 2 (except City), Runza Subdivision	544.74
Theodore J. & Mason D. Robb	Lot 1 (except City), Knox Third Subdivision	539.53
MA Faulkner Trust	Lot 3, Equestrian Meadows Subdivision	644.63
Wayne Vanosdall Sanitation	Part of N1/2, SW1/4, SW1/4 of Section 27-11-9	179.59
TOTAL		\$34,314.47

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

ORDINANCE NO. 9070 (Cont.)

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 3".

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F5

#9071 - Consideration of Assessments for Business Improvement District #4

This item relates to the aforementioned Board of Equalization Item D-4.

Staff Contact: David Springer

ORDINANCE NO. 9071

An ordinance to assess and levy a special tax to pay the 2006-2007 revenue year cost of Business Improvement District No. 4 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2006-2007 revenue year cost of Business Improvement District No. 4 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2006-2007 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Michael J. & Mandy Westerby	Part of Lot 1, Janisch Subdivision	419.86
Niels McDermott	Lot 1 (except E 10 feet), Brownell Subdivision	174.93
James J. & Margot A. Wiltgen	Lot 5, Kirkpatrick Subdivision	246.93
Wiltgen Corp. II	Lot 6, Kirkpatrick Subdivision	243.22
E.P.S. Investments	Part of Lot 1 (except City), Labelindo Second Subdivision	978.53
James Scott Zana	Part of Lot 1, R & R Subdivision	492.52
Fontenelle Oil Co. #210	E1/2, S1/2 of Block 9 (except City), Pleasant Home Subdivision	491.33
Locust Street LLC	Block 16 (except City), Pleasant Home Subdivision	978.46
M & W Investment Co.	Part of Lots 1 and 2, Roepke Subdivision	540.19

ORDINANCE NO. 9071 (Cont.)

M & W Investment Co.	Part of Lot 1, Roepke Second Subdivision	159.25
Edwards Building Corp.	Lot 1 (except City), Fonner Subdivision	524.79
Grand Island Associates, LLC	Lot 1, Fonner Fourth Subdivision	1,714.83
5500 L Street Properties Co.	Lot 5 (except City), Fonner Second Subdivision	699.51
5500 L Street Properties Co.	Lot 6 (except City), Fonner Second Subdivision	1,400.53
Three Circle Irrigation Inc.	Part of Lot 1, Fonner Third Subdivision	1,140.79
Edwards Building Corp.	Replatted part of Lot 3, Fonner Third Subdivision	538.62
Kenneth W. & Rose Mary Staab	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	181.93
KWM Co.	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	472.82
Michael J. & Carey M. Reilly	Lot 1, JNW Subdivision	539.00
Edwards Building Corp.	Lot 1, JNW Second Subdivision	580.41
Sax Pizza of America, Inc.	Lot 2 (except City), Sax's Subdivision	246.26
Cindy Braddy	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	473.45
Arec 7, LLC	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	699.93
Sax Pizza of America, Inc.	Lot 3 (except City), Sax's Subdivision	592.83
O. Michael & Laurel Z. Toukan	Lot 3, Goodwill Fifth Subdivision	415.31
O. Michael & Laurel Z. Toukan	Lot 2, Goodwill Fifth Subdivision	229.95
Hall County Livestock Improvement Association	Part of SW1/4, SW1/4 and Part NW1/4, SW1/4 (except city) in Section 22-11-9	1,160.04
Byco Inc.	Part of Lot 2, R & R Subdivision	487.73
Preferred Enterprises LLC	Part of Lot 2 (except City), Fonner Fourth Subdivision	525.04
TOTAL		\$17,348.99

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 4".

ORDINANCE NO. 9071 (Cont.)

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F6

#9072 - Consideration of Assessments for Business Improvement District #5

This item relates to the aforementioned Board of Equalization Item D-5.

Staff Contact: David Springer

ORDINANCE NO. 9072

An ordinance to assess and levy a special tax to pay the 2006-2007 revenue year cost of Business Improvement District No. 5 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2006-2007 revenue year cost of Business Improvement District No. 5 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2006-2007 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Name	Description	Assessment
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	26.87
Northwestern Energy	Centrally Assessed	500.34
Alltel Nebraska, Inc.	Centrally Assessed	5.04
Qwest Corporation	Centrally Assessed	5,261.01
AT&T Communications	Centrally Assessed	1,201.22
MCI Worldcom Network Services Inc.	Centrally Assessed	7.73
NPCR, Inc. d/b/a Nextel Partners	Centrally Assessed	9.39
Qwest Wireless, LLC	Centrally Assessed	4.21

ORDINANCE NO. 9072 (Cont.)

George Jay Jorgensen Beckby	N 100.5' E2/3 Lot 1, Block 54, Original Town	300.30
Jack A. Luth	S 31.9' E2/3 Lot 1, Block 54, Original Town	73.81
Wing Properties Inc.	W1/3 Lot 1, Block 54, Original Town	24.92
R. Dennis & Patricia A. Norris, Trustees	Lot 2, Block 54, Original Town	617.23
John W. & Teresa A. Wayne	N1/2 of W2/3 Lot 6, N1/2 Lot 5, Block 54, Original Town	498.23
Gus Katrouzos	S 60' W1/3 Lot 5, Block 54, Original Town	89.16
Gus Katrouzos	S 60' W 16' E2/3 Lot 5, Block 54, Original Town	70.36
Nickie J. Kallos	E 28' S1/2 Lot 5; N 6' W 38' S1/2 Lot 5, Block 54, Original Town	176.75
Nickie J. Kallos	W 22' S1/2 Lot 6; Block 54, Original Town	139.00
R. Dennis & Patricia A. Norris, Trustees	E 22' W 44' S1/2 Lot 6; E 22' Lot 6, Block 54, Original Town	410.55
R. Dennis & Patricia A. Norris, Trustees	W1/3 Lot 7, Block 54, Original Town	330.67
R. Dennis & Patricia A. Norris, Trustees	C1/3 Lot 7, Block 54, Original Town	314.19
Wing Properties Inc.	E1/3 Lot 7, Lot 8 (except City), Block 54, Original Town	1,150.38
Nathan Detroit, Inc.	N1/2 Lot 1, Block 55, Original Town	509.17
Nathan Detroit, Inc.	N 44' S1/2 Lot 1, Block 55, Original Town	308.88
Virginia Irvine	S 22' Lot 1, Block 55, Original Town	106.65
Russell L. Hoetfelker	S1/2 W1/2 Lot 3; S1/2 Lot 4, Block 55, Original Town	404.75
Downtown Center LLC	N 67.5' Lot 5, Block 55, Original Town	51.50
Matthew E. & Janelle A. Armstrong	N 20' S 64.5' Lot 5, Block 55, Original Town	85.11
Bartenbach Real Estate, LLC	S 44.5' Lot 5, Block 55, Original Town	233.83
Arthur & Jeanene Campos	E1/3 Lot 6, Block 55, Original Town	139.00
Prairie Winds Art Center, Inc.	W1/3 Lot 7, Block 55, Original Town	213.29
Arlen P. & Rhonda L. Baumert	E2/3 Lot 7, Block 55, Original Town	191.18
Thomas W. & Angela J. Ziller	W1/3 Lot 8, Block 55, Original Town	128.83
Thomas W. & Angela J. Ziller	C1/3 Lot 8, Block 55, Original Town	128.83
Thomas W. Ziller	E1/3 Lot 8, Block 55, Original Town	485.57

ORDINANCE NO. 9072 (Cont.)

Downtown Center LLC	N 68' Lot 1; Lot 2; E1/2 Lot 3, Block 56, Original Town	181.80
Downtown Center LLC	N 22' of S 42', W 6' S 20', Lot 1, Block 56, Original Town	15.85
Downtown Center LLC	N 22' of S 64' Lot 1, Block 56, Original Town	14.64
Downtown Center LLC	S 20' of E 60' Lot 1, Block 56, Original Town	12.10
Carl & Susan A. Mayhew	W1/3 Lot 5, Block 56, Original Town	200.94
R & B Capital Enterprises LLC	E2/3 Lot 5, Block 56, Original Town	499.67
Bette M. Tiner	W2/3 Lot 6, Block 56, Original Town	395.70
Bette M. Tiner	E1/3 Lot 6, Block 56, Original Town	188.58
Duane A. & Dee Ann Johnson	Lot 7, Block 56, Original Town	389.51
Downtown Center LLC	Lot 8, Block 56, Original Town	1,342.67
J & B Rentals LLC	Lot 1, Ziller Subdivision	531.70
The Grand Island Foundation, Inc.	E2/3 Lot 6, Block 57, Original Town	199.06
JEO Building Company	Lot 7, Block 57, Original Town	837.41
Overland Building Corp.	Lot 8, Block 57, Original Town	1,230.37
FirstTier Bank National Assoc.	Lots 1 & 2, Block 58, Original Town	314.03
FirstTier Bank National Assoc.	N1/2 Lot 3; N1/2 Lot 4, Block 58, Original Town	132.46
FirstTier Bank National Assoc.	Lot 5; W 22' Lot 6, Block 58, Original Town	1,516.95
FirstTier Bank National Assoc.	S1/2 Lot 3; S1/2 Lot 4, Block 58, Original Town	129.34
Darrell & Joyce Albers	Lot 1, Jensen Subdivision	161.81
M SQ Designs, Inc.	W1/3 Lot 7, Block 58, Original Town	211.23
James K. Keeshan	C1/3 Lot 7, Block 58, Original Town	122.32
Jesus G. & Victoria Galvan	Lot 1, Prensa Latina Subdivision	148.32
Eliseo & Jessica Calderon	Lot 2, Prensa Latina Subdivision	162.49
Mark A. Stelk	Lot 4, Prensa Latina Subdivision	340.48
Margoth Carpio & Brenda Eugenia Panameno	Lot 3, Prensa Latina Subdivision	126.81
Mead Bldg. Centers of G.I.	N 102.5' Lot 1; Lot 2, Block 59, Original Town	352.64
H & H Land Co.	S 29.5' Lot 1, Block 59, Original Town	19.58
Mead Bldg. Centers of G.I.	S 99' Lot 4; Lot 3, Block 59, Original Town	164.74
Mead Bldg. Centers of G.I.	N 33' Lot 4, Block 59, Original Town	181.59

ORDINANCE NO. 9072 (Cont.)

Daniel H. & Ronald L. Eakes, Trustees	Lot 5, Block 59, Original Town	266.06
Chanh Ty Ngo & My T Nguyen	E 23' W 46' Lot 6, Block 59, Original Town	194.53
Larry C. & Mary Ann Gerdes	W 23' Lot 6, Block 59, Original Town	194.53
Doax Investment Co.	E 20' Lot 6; W1/2 Lot 7, Block 59, Original Town	19.22
H & H Land Company	W 22' E1/2 Lot 7, Block 59, Original Town	186.52
H & H Land Company	E 11' Lot 7; Lot 8, Block 59, Original Town	542.66
CKP LLC	Lots 1 & 2, Block 60, Original Town	617.76
CKP LLC	Lot 3, Block 60, Original Town	137.28
Business Properties of Nebraska LLC	Lot 4, Block 60, Original Town	200.77
618 W 3 rd Street LLC	Lots 5 & 6, Block 60, Original Town	686.70
Doax Investment Co.	Lots 7 & 8, Block 60, Original Town	597.17
First National Bank of Grand Island, Trustee of Eakes Office Products Center	Lots 1 & 2, Block 61, Original Town	814.38
Wells Fargo, Trustee of ABE and Jules Trust	Lots 3 & 4, Block 61, Original Town	771.13
Tri-City Properties LLC	Lot 5, Block 61, Original Town	549.12
Jack L. Hansen	Lots 6, 7 and 8, Block 61, Original Town	640.60
Richard H. & Arlene M. Baasch	S 44' Lot 1, Block 62, Original Town	199.06
Cedar Street Properties LLC	N 88' Lot 1, Block 62, Original Town	533.30
Cedar Street Properties LLC	Lot 2, Block 62, Original Town	232.58
Alan D. Zwink	N 66' W 9' Lot 3; N 66' Lot 4, Block 62, Original Town	163.02
Vogel Enterprises, Ltd.	E 16' Lot 5; W1/2 Lot 6, Block 62, Original Town	59.32
Vogel Enterprises, Ltd.	E1/2 Lot 6; W1/2 Lot 7, Block 62, Original Town	396.89
Old Sears Development, Inc.	Lots 1 & 2, Block 63, Original Town	1,235.53
Old Sears Development, Inc.	E2/3 Lot 3, Block 63, Original Town	398.11
Marlyn J. Miller	W1/3 Lot 3; E1/3 Lot 4, Block 63, Original Town	279.05
Centro Cristiano International; Dios Es Amor Inc.	W2/3 Lot 4, Block 63, Original Town	467.77
Monte C. & Sheri S. Hack	S 88' Lot 8, Block 63, Original Town	286.57
Maude E. Walters	E1/3 Lot 1, Block 64, Original Town	295.64

ORDINANCE NO. 9072 (Cont.)

Craig C. Hand	C1/3 Lot 1, Block 64, Original Town	156.05
Cosrec Enterprises	W1/3 Lot 1, Block 64, Original Town	205.92
Glade Inc.	E 44' Lot 2, Block 64, Original Town	272.15
Ivan P. & Sharon L. Walsh	W1/3 Lot 2, Block 64, Original Town	219.47
Double S Properties LLC	E1/3 Lot 3, Block 64, Original Town	154.44
Donald D. & Marilyn J. Mehring	W2/3 Lot 3, Block 64, Original Town	256.31
Galen E. & Tamera M. Gerdes	Lot 4, Block 64, Original Town	629.58
Ronald L. & Francene K. Zook	N 22' Lot 8, Block 64, Original Town	190.48
Terry N. & Susan M. Taylor	S1/2 N1/3 Lot 8, Block 64, Original Town	155.35
Laverne & Donna R. Shehein	N 44' S 88' Lot 8, Block 64, Original Town	196.82
Wayne E. & Ardith C. May	Lot 1, Block 65, Original Town	228.93
Gary L. & Barbara J. Pedersen, William D. & Mary C. Grange	E1/3 Lot 2, Block 65, Original Town	178.86
Constance K. Swanson	C1/3 Lot 2, Block 65, Original Town	159.83
Archway Partnership	W1/3 Lot 2, Block 65, Original Town	259.12
Bartenbach Real Estate, LLC	E1/3 Lot 3, Block 65, Original Town	87.68
Janelle L. Brown	W1/3 Lot 3, Block 65, Original Town	154.44
Allen & Linda Hoffer	E1/3 Lot 4, Block 65, Original Town	308.70
Harriet K. Lambrecht	W2/3 Lot 4, Block 65, Original Town	224.21
J & B Rentals LLC	S 44' N1/2 Lot 5, Block 65, Original Town	241.10
Terry N. & Susan M. Taylor	N 22' Lot 5, Block 65, Original Town	139.00
JO Enterprises Inc.	S1/2 Lot 5, Block 65, Original Town	279.71
Steven L. & Barbara J. Fuller	W1/3 Lot 6, Block 65, Original Town	94.95
Scott B. & Sheri Arnold	E2/3 Lot 6, Block 65, Original Town	179.05
Transportation Equipment Co., Inc.	W1/2 Lot 7, Block 65, Original Town	237.57
C & S Group LLC	N 55' of E1/2 Lot 7; N 55' Lot 8, Block 65, Original Town	54.89
C & S Group LLC	W 18.9' of E1/2 Lot 7; N 29.9' of E 14.1' Lot 7; W 29' C 22' E1/2 Lot 7, N 29.9' of S 55' Lot 8 x CN6' S31.1' E40' Lot 8, Block 65, Original Town	224.17
Joseph J. & Janet R. Vavricek	C 22' of E 4' Lot 7; C 22' of Lot 8, Block 65, Original Town	211.07
C & S Group LLC	S 25.1' of Lot 8; N 6' of S 31.1' of E 40' Lot 8; and S 25.1' of E14.1' of Lot 7, Block 65, Original Town	297.16

ORDINANCE NO. 9072 (Cont.)

James J. Berglund	Lots 1 & 2, Block 66, Original Town	1,040.89
Bonnie G. Koepke	S1/3 W1/3 of Lot 3 (Except 17.5'), C1/3 of Lot 3, Block 66, Original Town	288.29
John Vipperman, Arthur Wetzel	E1/3 Lot 3, Block 66, Original Town	238.52
James G. Duda	N88' E1/3 Lot 4, Block 66, Original Town	253.97
J. Gary & Patricia M. Vejvoda	N 88' C1/3 Lot 4, Block 66, Original Town	299.27
Ben's Drug Store, Inc.	N80' W1/3 Lot 4, Block 66, Original Town	120.53
Masonic Templecraft Assoc.	Pt W 17.5' S 44' Lot 3; N 8' S 52' W 22', & S 44', Lot 4, Block 66, Original Town	233.81
Bartenbach Real Estate, LLC	Lot 5, W1/3 Lot 6, Block 66, Original Town	563.48
Bartenbach Real Estate, LLC	E2/3 Lot 6; W1/3 Lot 7, Block 66, Original Town	281.58
James E. & Mary Ann Keeshan	E2/3 Lot 7, Block 66, Original Town	261.86
Procon Management Inc.	Lot 8, Block 66, Original Town	3,353.96
Plaza Square Development LLC	S1/2 Block 67, Original Town	1,457.37
Steven P. & Vicki Rasmussen	W2/3 Lot 2, Block 68, Original Town	203.86
Plaza Square Development	Lot 5; W 22' Lot 6, Block 68, Original Town	138.99
Equitable Building & Loan Assn	Lot 1, Block 79, Original Town	295.15
Equitable Building & Loan Assn	Lot 2, Block 79, Original Town	115.52
Equitable Building & Loan Assn	S 44' Lot 3, S 44' Lot 4, Block 79, Original Town	670.96
Equitable Building & Loan Assn	N 26' 10.5" Lot 8, Block 79, Original Town	29.15
Equitable Building & Loan Assn	S 17' 1.5" N 44' Lot 8, Block 79, Original Town	17.88
Equitable Building & Loan Assn	S 88' Lot 8, Block 79, Original Town	99.57
Thomas, Timothy, & Josephine O'Neill	E 22' of Lot 4, W 22' of Lot 3, Block 80, Original Town	176.13
Josephine O'Neill	W 44' of Lot 4, Block 80, Original Town	208.49
David C. Huston	C1/3 Lot 8, Block 80, Original Town	281.43
Derek L. & Ruth E. Mitchell	S 44' Lot 8, Block 80, Original Town	262.65
Ronald E. & Sharon R. Trampe	W1/3 Lot 2, Block 81, Original Town	166.45
Virginia M. Harris	E1/3 Lot 3, Block 81, Original Town	173.32
James S. & Precious A. Reed	C1/3 Lot 3, Block 81, Original Town	238.52
Ronald C. & Vada M. Krauss	W1/3 Lot 3, Lot 4, Block 81, Original Town	492.97
Walnut Street Partnership	Lot 5, Block 81, Original Town	468.96
Walnut Street Partnership	Lot 6, Block 81, Original Town	193.91

ORDINANCE NO. 9072 (Cont.)

Wheeler Street Partnership	Lot 7; S2/3 Lot 8, Block 81, Original Town	679.54
Kent A. Schroeder and Donald L. Rathman, Trustees	N1/3 Lot 8, Block 81, Original Town	283.14
Morris Publishing Group LLC	Lot 1, Block 82, Original Town	87.83
Morris Publishing Group LLC	Lot 2, Block 82, Original Town	259.12
Morris Publishing Group LLC	Lot 3, Block 82, Original Town	87.83
Morris Publishing Group LLC	Lot 4, Block 82, Original Town	293.44
Morris Publishing Group LLC	Lots 5, 6, 7 and 8, Block 82, Original Town	2,814.25
Grand Island Hospitality LLC	Lots 1 and 2, Block 83, Original Town	432.41
JOMIDA, Inc.	Lots 3 and 4, Block 83, Original Town	909.49
Michael & Sonya Wooden	E 41' N 28' Lot 8, Block 83, Original Town	128.70
Michael & Sonya Wooden	Pt N1/3 and S2/3 Lot 8, Block 83, Original Town	214.50
Contryman & Associates	Lots 3 and 4, Block 85, Original Town	501.07
G.I. Liederkrantz	Lots 1, 2, 3 and 4, Block 87, Original Town	305.56
Enviro-Clean Contractors Inc.	N 60' of Fr Lots 1, 2, 3, Block 89, Original Town	384.39
Kathleen A. Campbell	W 67' S 50' Lot 4, Hann Addition	86.04
Hoos Insurance Agency Inc.	Lot 4, Pt of Vac St, Block 97, Railroad Addition (Comp County Sub 15-11-9)	277.95
Filemon Sanchez	N1/2 Lot 1, Block 98, Railroad Addition	24.44
Arvid C. Carlson	Lot 2, Block 98, Railroad Addition	106.94
Floriberto Sanchez Benitez	W 52' Lot 7, Block 98, Railroad Addition	209.86
Filemon Sanchez	E 14' Lot 7, Lot 8, Block 98, Railroad Addition	267.70
Contryman & Associates	Lots 1 and 2, Block 106, Railroad Addition	404.98
The Muffler Shop, Inc.	Lots 1 and 2, Block 107, Railroad Addition	356.67
The Muffler Shop, Inc.	Lots 3 & 4, Block 107, Railroad Addition	204.67
Joseph M. & Lori Jean Brown	S2/3 Lot 5, Block 107, Railroad Addition	384.41
David E. Janda, DDS	S 72' Lot 8, E 29.54' of S 71.5' Lot 7, Block 107, Railroad Addition	337.05
Barbara J. Clinch	N 60' of E 22' of Lot 7, N 60' Lot 8, Block 107, Railroad Addition	284.31
Richard & Marilyn Fox	Lots 1 and 2, Block 108, Railroad Addition	589.44
Douglas Bookkeeping Service Inc.	W 29' Lot 3, Lot 4, Block 108, Railroad Addition	635.95
Donald J. & Janet L. Placke	S 88' Lot 5, Block 108, Railroad Addition	130.47

ORDINANCE NO. 9072 (Cont.)

Sam Huston Rev Living Trust	Lot 6, Block 108, Railroad Addition	169.84
Bosselman, Inc.	Lots 7 and 8, Block 108, Railroad Addition	591.06
David A. & Carolyn J. Gilroy	S 61' Lot 1; S 61' Lot 2, Block 109, Railroad Addition	220.91
Gregory T. & Gay L. Austin	N 71' Lot 1; N 71' Lot 2, Block 109, Railroad Addition	123.45
Keith A. & Christie A. Kelley	E 59.5' Lot 3, Block 109, Railroad Addition	130.93
Keith A. & Christie A. Kelley	W 6' 6.5" Lot 3, E 52'11" Lot 4, Block 109, Railroad Addition	59.85
Roger L & Sharon K. McShannon	Lots 5 and 6, Block 109, Railroad Addition	240.24
LPB, LLC	Lots 7 & 8, Block 109, Railroad Addition	499.15
Bonna Barton Wanek	Lot 8, Block 114, Railroad Addition	737.74
Margo Schager	Lot A, Gilbert's North Subdivision in part of Block 79, Original Town	168.17
Equitable Building & Loan Assn	Lot B, Gilberts North Subdivision in part of Block 79, Original Town	169.89
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 102	159.59
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 103	233.38
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 104	576.58
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201A	507.94
Devco Investment Corporation	Yancey Condominium 301	109.96
Arvon & Luella Marcotte	Yancey Condominium 302	79.85
Thomas & Nita Farr	Yancey Condominium 303	113.58
William L. Zins	Yancey Condominium 304	104.65
Dudley & Diana Baxter	Yancey Condominium 401	81.15
Artvest III	Yancey Condominium 402	92.58
Artvest III	Yancey Condominium 403	88.90
Michael D. Jones	Yancey Condominium 404	147.01
Artvest III	Yancey Condominium 405	89.33
Larry D. Ruth	Yancey Condominium 406	126.01
Wyndell & Barbara Fordham	Yancey Condominium 407	138.35

ORDINANCE NO. 9072 (Cont.)

Archway Partnership	Yancey Condominium 501	117.24
Artvest III	Yancey Condominium 502	95.16
Dudley & Diana Baxter	Yancey Condominium 503	88.96
Artvest III	Yancey Condominium 505	89.40
Robert A. Cieloha	Yancey Condominium 506	126.11
Kelvin Paul & Bonnie Diane Davis	Yancey Condominium 507	142.58
Artvest III	Yancey Condominium 601	81.96
Artvest III	Yancey Condominium 602	95.32
Colleen A. O'Neill Donald Matthews	Yancey Condominium 603	127.72
Daniel F. Clyne	Yancey Condominium 604	102.90
Artvest III	Yancey Condominium 605	89.49
Ryan G. Hansen	Yancey Condominium 606	88.52
Laura J. Johnson	Yancey Condominium 701	89.61
Artvest III	Yancey Condominium 702	95.45
Richard & Margaret Johnson	Yancey Condominium 703	89.22
Art & Jan Burtscher	Yancey Condominium 704	147.33
Michelle R. Rathjen	Yancey Condominium 705	98.43
Clifton J. Long, Sandra A. Thinner	Yancey Condominium 706	88.26
Nelse Zachry	Yancey Condominium 707	161.24
Artvest III	Yancey Condominium 801	82.12
Mapes & Co. Partnership	Yancey Condominium 802	95.54
Mapes & Co. Partnership	Yancey Condominium 803	104.46
Judy J. Arnett	Yancey Condominium 804	168.81
Wendy Alexander Christine Alexander-Johnson	Yancey Condominium 805	125.90
Jack Nelson	Yancey Condominium 806	160.07
James F. Nissan Rev Trust	Yancey Condominium 901	82.15
Elaine & Everett Evnen	Yancey Condominium 902	95.61
Elaine & Everett Evnen	Yancey Condominium 903	104.52
Ann C. Atkins	Yancey Condominium 904	154.09
Kerry A. Rodocker	Yancey Condominium 905	121.39

ORDINANCE NO. 9072 (Cont.)

Donald Jurewicz	Yancey Condominium 906	156.85
Linda Todd	Yancey Condominium 1001	89.80
David H. Wren	Yancey Condominium 1002	95.64
Jeremy S. & Jack L. Gillam	Yancey Condominium 1003	104.59
Ruth E. Megard, Trustee	Yancey Condominium 1005	111.78
Tera VanWinkle	Yancey Condominium 1006	160.26
John Patrick Tooley	Yancey Condominium 1101	89.93
Linda L. Clare Rev Trust	Yancey Condominium 1102	95.73
Lynn A. Buckley	Yancey Condominium 1103	114.40
Frank L. Hoelck Trust	Yancey Condominium 1104	160.58
Elizabeth W. Mayer	Yancey Condominium 1105	111.94
Elizabeth W. Mayer	Yancey Condominium 1106	191.79
Home Federal Savings & Loan Assn	Lot 3, Hann's 4 th Addition	1,561.54
FOE #378	Pt Lots 3 and 4, Block 68, Original Town	695.05
Artvest III	Yancey Condominium 002	10.72
Artvest III	Yancey Condominium 001	27.49
Bonna Barton Wanek	S 88' Lot 7, Block 114, Railroad Addition	52.43
Roxann Ellison	W 18.9' of E 33' of S 25.1' Lot 7, Block 65, Original Town	38.44
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 101	38.61
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201B	61.43
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201C	154.44
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201D	116.69
Home Federal Savings & Loan Assoc. of Grand Island	Pt Lots 1, 2, 3, 4 and 7; all of Lots 5 and 6; pt Vacated Alley, Block 89, Original Town	358.65
James & Mavis Reiter	Lot 2, Jensen Subdivision	101.93
Furniture Clearing House, Inc.	Lot 2, Ziller Subdivision	434.82
Salvation Army	Block 113 and part of vacated alley, Railroad Addition	204.25

ORDINANCE NO. 9072 (Cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District No. 5".

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F7

#9073 - Consideration of Amendments to Chapter 12 of the Grand Island City Code Relative to Civil Service

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, Interim City Attorney

Meeting: September 12, 2006

Subject: City Code Revision to Chapter 5, Animals and Chapter 12, Civil Service

Item #'s: F-7 & F-10

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 drafted changes to Chapters 5 and 12 of the City Code for the City Council's consideration. The proposed revisions to the City Code will reflect current state law and to clarify ambiguous language from previous Chapters 5 and 12. To assist in the review of Chapter 5 concerning animals, the City of Grand Island's Animal Advisory Board met on three different occasions and took public input on the proposed changes at two of the three meetings.

Discussion

The primary changes that are being proposed for Chapter 5 concerning animals are as follows:

- Section 5-1 for definitions, the code is being amended to mirror state statute definitions of dangerous animals and deleting from the City Code the reference to vicious animals.
- Section 5-41.1 is being added to the code as a recommendation to prohibit the keeping of fowl, including chickens, which includes both hens and roosters from being maintained on residential premises within the city.

The primary changes that are being proposed for Chapter 12, Civil Service, concern cleaning up the definitions of positions that are currently held in the city. The Grand Island Police Department, which is subject to the Civil Service positions, no longer has a deputy chief position so the language and title clean ups were conducted for Chapter 12.

Other language changes recommended for Chapter 12 are being made to again have the City Code mirror the current state statute requirements for civil service. The City of Grand Island currently has a Civil Service Commission which is active and has a set of rules and regulations as is required by state statute.

Alternatives

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

1. Move to approve the revisions to the City Code, Chapters 5 and 12 as drafted by city staff.
2. Disapprove the recommended revisions to Chapters 5 and 12 of the Grand Island City Code.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the changes recommended by city staff to Chapters 5 and 12 of the Grand Island City Code. Any changes to these recommendations that Council may deem to be in the best interests of the City of Grand Island should be entertained pursuant to Robert's Rules of Order and appropriate motion from council members during the meeting and discussion of these items. Any such changes made to the recommendations would be implemented at the direction of the council.

Sample Motion

Motion to approve the recommended revisions of Chapters 5 and 12 of the Grand Island City Code.

ORDINANCE NO. 9073

An ordinance to amend Chapter 12 of the Grand Island City Code; to amend Sections 12-5, 12-7, 12-8, 12-9, 12-10, 12-12, 12-13, 12-15, 12-16 and 12-18 pertaining to housekeeping issues; to repeal Sections 12-5, 12-7, 12-8, 12-9, 12-10, 12-12, 12-13, 12-15, 12-16 and 12-18 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 12-5 of the Grand Island City Code is hereby amended to read as follows:

§12-5. Civil Service Positions

The following official job classification titles are designated for employment positions subject to the Civil Service Act:

Police Department:

Police Chief

~~Deputy Police Chief~~

Police Captain

Police Sergeant

~~Police Detective~~

Police Officer

Fire Department:

Fire Chief

Fire Operations Division Chief

Fire Prevention Division Chief

Fire Training Division Chief

Fire Captain

EMS Division Chief

Fire Fighter EMT-P

Fire Fighter EMT-I

The number of employment positions within each job classification shall be as from time to time determined by the Mayor. The Mayor shall have the authority to create additional employment positions and to eliminate any or all employment positions in each said job classification except Police Chief and Fire Chief. ~~There shall be one employment position in the job classification of Police Chief and one employment position in the job classification of Fire Chief.~~

SECTION 2. Section 12-7 of the Grand Island City Code is hereby amended to read as follows:

ORDINANCE NO. 9073 (Cont.)

§12-7. Disciplinary Actions; Defined

The various disciplinary actions shall be divided into classes as follows:

(A) Class I - Termination; suspension without pay for more than thirty (30) days; demotion of more than one (1) job classification rank.

(B) Class II - Suspension without pay for thirty (30) days or less; demotion of one (1) job classification rank.

(C) Class III - Reduction of salary or compensation not exceeding one (1) pay step within the applicable salary or compensation range established for the employee's job classification.

(D) Class IV - Written reprimand filed in employee's permanent personnel file.

Disciplinary actions do not include: layoffs; denial of leave requests, promotions or pay increases; changes in shifts, work hours, or work schedules; decreases in pay or benefits made pursuant to collective bargaining; terminations or demotions during an employee's probationary period; temporary duty assignments to a different job classification; ~~verbal or written reprimands not filed in employee's personnel file.~~

SECTION 3. Section 12-8 of the Grand Island City Code is hereby amended to read as follows:

§12-8. Disciplinary Actions; Procedure

(1) The Mayor is authorized to impose disciplinary actions of all classes.

(2) The chief of the department and/or the police captain, the fire operation division chief, the fire training division chief, or the fire prevention division chief ~~deputy chief of the Department~~ are authorized to impose Class IV disciplinary actions upon employees of the department.

SECTION 4. Section 12-9 of the Grand Island City Code is hereby amended to read as follows:

§12-9. Disciplinary Actions; Reasons

(1) Class I and Class II disciplinary actions may be based upon any of the reasons set forth in Neb. Rev. Stat. 19-1832, as amended.

(2) Class III disciplinary actions may be based upon any of the reasons set forth in subparagraphs one (1) through five (5) inclusive of Neb. Rev. Stat. 19-1832, as amended.

(3) Class IV disciplinary actions may be based upon departmental, Commission, or City rules, regulations, policies or procedures, as determined necessary and appropriate by the chief ~~or deputy chief~~ of the department, and/or the police captain, the fire operation division chief, the fire training division chief, or the fire prevention division chief.

SECTION 5. Section 12-10 of the Grand Island City Code is hereby amended to read as follows:

§12-10. Disciplinary Actions; Classes I and II

Prior to imposition of a Class I or Class II disciplinary action, an Accusation shall be prepared and signed by the chief of the department, ~~the City Administrator,~~ the Mayor, or any citizen or taxpayer, stating the act, duty, conduct or situation causing consideration of disciplinary action and the reason or reasons which authorize the disciplinary action under the Civil Service Act. A copy of the Accusation shall be delivered to the employee either

ORDINANCE NO. 9073 (Cont.)

personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours prior to imposition of the disciplinary action. The time and date of delivery shall be stated on the copy of the Accusation.

SECTION 6. Section 12-11 of the Grand Island City Code is hereby amended to read as follows:

§12-11. Disciplinary Actions; Election

Upon receipt of an Accusation for disciplinary action the employee may elect to waive further Civil Service Act rights and proceed under the Personnel Rules of the City of Grand Island. Such election shall be made in writing within 72 hours after delivery of the Accusation. ~~The election shall be in the form prescribed by the City.~~

SECTION 7. Section 12-13 of the Grand Island City Code is hereby amended to read as follows:

§12-13. Disciplinary Actions; Class I; Hearing

Upon delivery of an Accusation stating a proposed Class I disciplinary action, the employee shall be placed on administrative leave ~~deemed suspended~~ with pay. Such administrative leave suspension ~~leave suspension~~ with pay shall continue until a final determination of the Accusation is made by the Mayor, not to exceed twenty (20) days. This provision for automatic leave suspension ~~leave suspension~~ with pay shall not apply to an Accusation which has not been signed by the chief of the department, ~~the City Administrator~~ or the Mayor.

The employee shall have seventy-two (72) hours after delivery of an Accusation to request a hearing before the Mayor. Such request shall be in writing and delivered to the office of the Mayor.

Upon receipt of a request for hearing, the Mayor shall within five (5) days cause to be set a time and place for the hearing. The hearing shall be held within fifteen (15) days after receipt of the request for hearing. The hearing shall be conducted informally. The supervisory official, department head, city attorney, or city administrator shall present an oral or written statement or statements of the information and reasons supporting disciplinary action. Such statements shall be limited to a total time of one (1) hour or less. The accused employee, the employee's representative, or other persons on the employee's behalf, may present an oral or written statement or statements in response to the proposed disciplinary action. Oral statements shall be limited to a total time of one (1) hour or less.

After 72 hours, if no hearing is requested, or upon conclusion of the hearing, the Mayor shall make a determination to dismiss the Accusation, modify the disciplinary action, impose the disciplinary action, or order preparation of a new Accusation. Notice of the determination shall be given to the employee in writing, either personally or by United States mail.

SECTION 8. Section 12-15 of the Grand Island City Code is hereby amended to read as follows:

§12-15. Commission Investigation; Demand

Upon issuance of a determination by the Mayor imposing a Class I or Class II disciplinary action, the Mayor shall cause a copy of the Accusation and the determination to be filed with the Commission's secretary. Upon filing of a timely demand for investigation of the action, which demand shall be made within ten (10) days after being notified by the appointing authority of such discipline, the Commission's secretary shall cause copies of the Accusation, determination, and demand for investigation to be delivered to each Commission member.

ORDINANCE NO. 9073 (Cont.)

SECTION 9. Section 12-16 of the Grand Island City Code is hereby amended to read as follows:

§12-16. Commission Investigation; Time

Upon receipt of the demand for investigation, the chairperson of the Commission shall set a time and date for filing investigation documents which shall be within ten days after filing of the demand for investigation. Notice shall be ~~delivered mailed~~ to the City Attorney and the subject employee.

SECTION 10. Section 12-18 of the Grand Island City Code is hereby amended to read as follows:

§12-18. Commission Hearing; Notice

After receipt of a demand for investigation, the chairperson of the Commission shall set a time, date, and place for hearing. Such date shall be subsequent to the date for completion of the investigation and shall be in accordance with the Civil Service Act. Notice shall be ~~delivered mailed~~ to the City Attorney and the subject employee at least five (5) days prior to the hearing.

SECTION 11. Sections 12-5, 12-7, 12-8, 12-9, 12-10, 12-12, 12-13, 12-15, 12-16 and 12-18 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 13. 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: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F8

#9074 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 12, 2006

Subject: Consideration of Amending City Code Chapter 13-3
Relative to Tax Rate for Downtown Improvement and
Parking District No. 1

Item #'s: F-8

Presenter(s): Dave Springer, Finance Director

Background

This request is the annual Council action to establish the occupation tax that supports the budget for Downtown Improvement and Parking District No. 1. Assessments in this district are based upon an occupation tax on the public space of the businesses operating within the District and are ordinarily paid by the business occupants of the space. This district has been in place since 1975, and is primarily focused on physical improvements and maintenance of public parking lots and green areas and other activities as allowed by NE. Rev Statutes 19-4016-4038.

Discussion

The FY2006-2007 occupation tax factor is \$.1375 per square foot of public use space, with a minimum annual fee of \$93.80. Total non-exempt footage in the District is 285,773 which would provide for occupation taxes of \$40,002.

Alternatives

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

1. Approve the amendment to the city code.
2. Modify the amendment to meet the wishes of the Council.
3. Deny the amendment.

Recommendation

City Administration recommends that the Council approve the amendment to City Code.

Sample Motion

Approve the Amendment to City Code Chapter 13-3 relative to the tax rate for the Downtown Improvement and Parking District No. 1.

ORDINANCE NO. 9074

An ordinance to amend Chapter 13 of the Grand Island City Code; to amend Section 13-3 pertaining to the occupation tax for Downtown Improvement and Parking District No. 1; to repeal Section 13-3 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 13-3 of the Grand Island City Code is hereby amended to read as follows:

§13-3. Tax Rate

The annual rate of the general license and occupation tax and classification of businesses shall be as follows:

- (1) ~~\$0.1375~~ ~~\$00.1370~~ square foot floor space upon all space used for business and professional offices in the district; provided,
- (2) \$93.80 minimum annual tax for any single business or professional office should the tax rate under (1) above be less than \$93.80.

SECTION 2. Section 13-3 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. 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: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F9

#9075 - Consideration of Corrections to Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 12, 2006

Subject: Amendment to Salary Ordinance

Item #'s: F-9

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City Council recently approved both the new FTE schedule for the upcoming fiscal year and also the salary ordinance for the new fiscal year. Salary Ordinance 9061 was approved to go into effect October 2, 2006.

Discussion

A correction needs to be made to the salary ordinance due to the omission of two positions that were approved in the City FTE (full time equivalents) schedule. The position of Evidence Technician at the Police department and also the Maintenance Worker I position at the Heartland Shooting Park were both approved but were overlooked in the last salary ordinance. This is merely a housekeeping step to make the salary ordinance match the approved budget.

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 Ordinance No. 9075.

Sample Motion

Motion to approve Ordinance No. 9075.

ORDINANCE NO. 9075

An ordinance to amend Ordinance No. 9075 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to include the classification and salary ranges for Evidence Technician and Maintenance Worker I, Shooting Range; to repeal Ordinance No. 9061, and any ordinance or parts of ordinances in conflict herewith; to amend the salary ranges for the general employees to reflect a cost of living adjustment; to amend the salary ranges for employees under the AFSCME labor union in accordance with the labor agreement; to amend the salary ranges for employees under the IBEW labor union in accordance with the labor agreement; to amend the salary ranges for the employees under the FOP labor union in accordance with the labor agreement; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Accountant	1505.91/2119.64	Exempt
Accounting Technician – Solid Waste, Streets, WWTP	1018.28/1432.90	40 hrs/week
Administrative Assistant – Administration, Fire,	1099.42/1547.94	40 hrs/week

Approved as to Form	<input type="checkbox"/> _____
September 8, 2006	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9075 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Public Works, Utilities		
Assistant to the City Administrator	1433.28/2017.83	Exempt
Assistant Public Works Director	2086.00/2934.85	Exempt
Assistant Utility Director – Administration	2798.73/3938.43	Exempt
Assistant Utility Director – PGS & PCC	3031.68/4266.42	Exempt
Attorney	2003.06/2818.62	Exempt
Audio-Video Technician	1311.50/1845.46	40 hrs/week
Biosolids Technician	1185.21/1668.38	40 hrs/week
Building Department Director	2283.50/3211.95	Exempt
Building Inspector	1318.18/1854.63	40 hrs/week
Building Secretary	930.41/1308.76	40 hrs/week
Cemetery Superintendent	1364.25/1920.65	Exempt
City Administrator	3694.74/5199.60	Exempt
City Attorney	2667.93/3754.87	Exempt
City Clerk	1533.36/2157.82	Exempt
Civil Engineering Manager – Public Works Engineering	2032.23/2860.65	Exempt
Civil Engineering Manager – Utility, PCC	2235.14/3146.78	Exempt
Collection System Supervisor	1406.27/1979.02	40 hrs/week
Communications Specialist/EMD	960.06/1354.25	40 hrs/week
Community Development Administrator	1159.73/1631.88	Exempt
Community Service Officer – Police Department	826.58 / 1162.73	40 hrs/week
Custodian	826.10/1165.76	40 hrs/week
Development/Grants Specialist	1159.73/1631.88	Exempt
Electric Distribution Superintendent	2238.54/3149.39	Exempt
Electric Distribution Supervisor	1891.18/2660.18	40 hrs/week
Electric Underground Superintendent	1993.46/2804.93	Exempt
Electrical Engineer I	1828.81/2574.69	Exempt
Electrical Engineer II	2119.69/2983.49	Exempt
Electrical Inspector	1318.18/1854.63	40 hrs/week
Emergency Management Clerk	861.38/1211.86	40 hrs/week
Emergency Management Deputy Director	1472.18/2071.60	Exempt
Emergency Management Director	2095.21/2948.19	Exempt
EMS Division Chief	1780.80/2505.67	Exempt

ORDINANCE NO. 9075 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Engineering Technician	1321.22/1858.91	40 hrs/week
Engineering Technician Supervisor	1510.15/2125.74	Exempt
Equipment Operator, Solid Waste	1126.58/1586.55	40 hrs/week
Equipment Operator, WWTP	1115.42/1570.85	40 hrs/week
<u>Evidence Technician</u>	<u>826.58/1162.73</u>	<u>40 hrs/week</u>
Finance Director	2658.80/3741.50	Exempt
Finance Secretary	930.41/1308.76	40 hrs/week
Fire Chief	2422.44/3407.86	Exempt
Fire Operations Division Chief	1916.76/2696.98	Exempt
Fire Prevention Division Chief	1780.80/2505.67	Exempt
Fire Training Division Chief	1780.80/2505.67	Exempt
Fleet Services Superintendent	1518.48/2138.12	Exempt
Fleet Services Supervisor	1265.20/1780.43	40 hrs/week
Golf Course Superintendent	1699.29/2391.18	Exempt
Grounds Management Crew Chief – Cemetery	1274.19/1793.14	40 hrs/week
Grounds Management Crew Chief - Parks	1312.42/1846.93	40 hrs/week
Human Resources Director	2337.34/3287.67	Exempt
Human Resources Specialist	1211.46/1704.40	40 hrs/week
Information Technology Manager	2157.10/3035.07	Exempt
Information Technology Supervisor	1809.78/2546.93	Exempt
Legal Secretary	1063.89/1498.93	40 hrs/week
Librarian I	1193.05 / 1678.11	Exempt
Librarian II	1312.53 / 1846.64	Exempt
Library Assistant I	832.39/1170.95	40 hrs/week
Library Assistant II	918.16/1291.93	40 hrs/week
Library Assistant Director	1556.71/2190.42	Exempt
Library Clerk	697.70/983.03	40 hrs/week
Library Director	2106.85/2965.64	Exempt
Library Page	528.02/743.20	40 hrs/week
Library Secretary	930.41/1308.76	40 hrs/week
Maintenance Mechanic I	1087.13/1533.71	40 hrs/week
Maintenance Mechanic II	1220.54/1717.26	40 hrs/week
Maintenance Worker I – Building, , Library	957.65/1347.30	40 hrs/week

ORDINANCE NO. 9075 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Maintenance Worker I – Golf, <u>Shooting Range</u>	986.38/1387.72	40 hrs/week
Maintenance Worker I – WWTP	1038.80/1461.49	40 hrs/week
Maintenance Worker II – Building	1008.48/1422.21	40 hrs/week
Maintenance Worker II – Golf	1038.74/1464.87	40 hrs/week
Maintenance Worker II – WWTP	1093.94/1542.74	40 hrs/week
Meter Reading Supervisor	1306.49/1839.94	Exempt
Office Manager – Police Department	1113.70/1567.54	40 hrs/week
Parking Monitor	553.72/780.02	40 hrs/week
Parks and Recreation Director	2382.92/3351.66	Exempt
Parks and Recreation Secretary	930.41/1308.76	40 hrs/week
Parks Maintenance Superintendent	1589.78/2236.34	Exempt
Payroll Specialist	1187.70/1670.98	40 hrs/week
Planning Director	2362.77/3324.06	Exempt
Planning Secretary	930.41/1308.76	40 hrs/week
Planning Technician	1416.78/1993.34	40 hrs/week
Plans Examiner	1318.18/1854.63	40 hrs/week
Plumbing Inspector	1318.18/1854.63	40 hrs/week
Police Captain	1807.51/2543.25	Exempt
Police Chief	2537.12/3571.25	Exempt
Police Records Clerk	871.29/1226.77	40 hrs/week
Power Plant Maintenance Supervisor	2089.82/2939.61	Exempt
Power Plant Operations Supervisor	2175.14/3060.41	Exempt
Power Plant Superintendent – Burdick	2382.59/3352.74	Exempt
Power Plant Superintendent – PGS	2746.76/3863.40	Exempt
Public Information Officer	1369.46/1926.70	Exempt
Public Works Director	2669.02/3755.90	Exempt
Purchasing Technician	998.25/1404.18	40 hrs/week
Recreation Superintendent	1507.29/2120.18	Exempt
Regulatory and Environmental Specialist	2060.93/2898.97	Exempt
Senior Accountant	1700.63/2392.34	Exempt
Senior Communications Specialist/EMD	1116.24/1570.09	40 hrs/week
Senior Electrical Engineer	2320.75/3265.33	Exempt
Senior Equipment Operator, Solid Waste	1182.93/1664.51	40 hrs/week

ORDINANCE NO. 9075 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Senior Equipment Operator, WWTP	1159.74/1631.87	40 hrs/week
Senior Maintenance Worker	1206.77/1698.62	40 hrs/week
Senior Utility Secretary	933.15/1316.05	40 hrs/week
Shooting Range Superintendent	1507.29/2120.18	Exempt
Solid Waste Division Clerk	836.78/1177.23	40 hrs/week
Solid Waste Superintendent	1711.93/2409.00	Exempt
Stormwater Technician	1321.22/1858.91	40 hrs/week
Street Superintendent	1637.98/2307.06	Exempt
Street Supervisor	1300.21/1828.62	40 hrs/week
Turf Management Specialist	1317.93/1854.27	40 hrs/week
Utility Director	3628.53/5104.31	Exempt
Utility Production Engineer	2449.49/3447.23	Exempt
Utility Secretary	930.41/1308.76	40 hrs/week
Utility Services Manager	1917.91/2698.95	Exempt
Utility Warehouse Supervisor	1491.57/2097.88	40 hrs/week
Victim Assistance Unit Coordinator	871.29/1226.77	40 hrs/week
Wastewater Clerk	820.37/1154.15	40 hrs/week
Wastewater Engineering/Operations Superintendent	1843.96/2595.64	Exempt
Wastewater Plant Maintenance Supervisor	1411.80/1986.92	40 hrs/week
Wastewater Plant Operator I	1002.93/1411.43	40 hrs/week
Wastewater Plant Operator II	1121.13/1578.63	40 hrs/week
Wastewater Plant Process Supervisor	1464.03/2061.29	40 hrs/week
Wastewater Plant Senior Operator	1185.21/1668.38	40 hrs/week
Water Superintendent	1804.48/2538.25	Exempt
Water Supervisor	1538.58/2166.80	40 hrs/week
Worker / Seasonal	412.00/1600.00	Exempt
Worker / Temporary	412.00	40 hrs/week

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such

ORDINANCE NO. 9075 (Cont.)

classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	984.46/1384.40	40 hrs/week
Fleet Services Attendant/Clerk	894.96/1262.27	40 hrs/week
Fleet Services Inventory Specialist	981.67/1381.61	40 hrs/week
Fleet Services Mechanic	1123.02/1579.46	40 hrs/week
Horticulturist	1039.48/1464.57	40 hrs/week
Maintenance Worker – Cemetery	977.01/1375.08	40 hrs/week
Maintenance Worker – Parks	970.48/1366.69	40 hrs/week
Maintenance Worker – Streets	949.97/1336.86	40 hrs/week
Senior Equipment Operator – Streets	1078.62/1518.66	40 hrs/week
Senior Maintenance Worker – Parks	1078.62/1518.66	40 hrs/week
Senior Maintenance Worker – Streets	1078.62/1518.66	40 hrs/week
Traffic Signal Technician	1078.62/1518.66	40 hrs/week

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

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	977.01/1377.08	40 hrs/week
Computer Programmer	1513.68/2128.69	40 hrs/week
Computer Technician	1180.80/1661.14	40 hrs/week
Custodian	872.70/1228.05	40 hrs/week
Electric Distribution Crew Chief	1737.62/2444.21	40 hrs/week
Electric Underground Crew Chief	1737.62/2444.21	40 hrs/week
Engineering Technician I	1240.47/1745.26	40 hrs/week
Engineering Technician II	1511.46/2127.79	40 hrs/week

ORDINANCE NO. 9075 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
GIS Technician	1628.85/2291.16	40 hrs/week
Instrument Technician	1798.26/2529.78	40 hrs/week
Lineworker Apprentice	1229.67/1730.06	40 hrs/week
Lineworker First Class	1574.93/2215.29	40 hrs/week
Materials Handler	1465.89/2061.87	40 hrs/week
Meter Reader	992.30/1396.84	40 hrs/week
Meter Technician	1235.44/1738.16	40 hrs/week
Power Dispatcher I	1728.75/2431.52	40 hrs/week
Power Dispatcher II	1815.74/2554.09	40 hrs/week
Power Plant Maintenance Mechanic	1540.86/2167.37	40 hrs/week
Power Plant Operator	1662.33/2338.11	40 hrs/week
Senior Accounting Clerk	1026.27/1445.68	40 hrs/week
Senior Engineering Technician	1628.85/2291.16	40 hrs/week
Senior Materials Handler	1618.58/2276.58	40 hrs/week
Senior Meter Reader	1068.55/1501.93	40 hrs/week
Senior Power Dispatcher	2003.52/2817.99	40 hrs/week
Senior Power Plant Operator	1834.38/2580.48	40 hrs/week
Senior Substation Technician	1798.26/2529.78	40 hrs/week
Senior Water Maintenance Worker	1330.48/1872.17	40 hrs/week
Substation Technician	1670.29/2349.30	40 hrs/week
Systems Technician	1798.26/2529.78	40 hrs/week
Tree Trim Crew Chief	1574.93/2215.29	40 hrs/week
Utilities Electrician	1670.29/2349.30	40 hrs/week
Utility Technician	1745.98/2455.96	40 hrs/week
Utility Warehouse Clerk	1114.27/1568.30	40 hrs/week
Water Maintenance Worker	1175.57/1654.54	40 hrs/week
Wireworker I	1357.38/1909.78	40 hrs/week
Wireworker II	1574.93/2215.29	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary

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and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Police Officer	1238.20/1730.92	40 hrs/week
Police Sergeant	1520.42/2083.33	40 hrs/week

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

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Fire Captain	1505.65/2118.93	212 hrs/28 days
Firefighter / EMT	1156.87/1627.96	212 hrs/28 days
Firefighter / Paramedic	1305.23/1836.72	212 hrs/28 days

SECTION 6 The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classification, and the number of hours and work period which certain such employees shall work prior to overtime eligibility area as stated above. All full-time fire fighters and police officers shall be paid a clothing and uniform allowance in addition to regular salary. All full-time fire fighters shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$80.00 per month. All full-time police officers shall be paid a clothing and uniform allowance in addition to regular salary of \$50.00 per month. Full-time police officers may also receive a reimbursement toward the

ORDINANCE NO. 9075 (Cont.)

purchase of body armor, not to exceed \$400. Full-time fire fighters and fire captains may receive a one-time uniform acquisition allowance of up to \$850. Full-time fire fighters and fire captains, may receive an annual stipend for longevity not to exceed \$520. If any such fire fighter or police officer shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month.

Non-union employees and employees covered by the AFSCME labor union, the FOP labor union, and the IBEW labor union may receive an annual stipend not to exceed \$500 for bilingual pay.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reading Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, Electric Underground and Substation Superintendent, Electric Underground and Substation Supervisor, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department personnel in the IBEW, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Public Works Department personnel in the AFSCME bargaining unit shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18 per month. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications Fleet Services Supervisor, Fleet Services Superintendent, and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

SECTION 7. Employees shall be compensated for unused sick leave as follows:

ORDINANCE NO. 9075 (Cont.)

(A) For all employees except those covered in the IAFF and AFSCME bargaining agreement, the City will include in the second paycheck in January of each year, payment for an employee's unused sick leave in excess of 960 hours accrued in the preceding calendar year. The compensation will be at the rate of one-half day's pay based on the employee's current pay rate at the time of such compensation, for each day of unused sick leave which exceeds 960 hours accrual of the preceding year.

For those employees covered in the AFSCME bargaining agreement, the City will include in the second paycheck in January of each year, payment for an employee's unused sick leave in excess of 968 hours accrued in the preceding calendar year. The compensation will be at the rate of one-half day's pay based on the employee's current pay rate at the time of such compensation, for each day of unused sick leave which exceeds 968 hours accrual of the preceding year.

For those employees covered in the IAFF bargaining agreement, the City will make a contribution into a VEBA (Voluntary Employees' Beneficiary Association) on behalf of the employee in lieu of payment for an employee's unused sick leave in excess of 2,880 hours accrued in the preceding calendar year. The contribution will be at the rate of one-quarter day's pay based on the employee's current pay rate at the time of such contribution, for each day of unused sick leave which exceeds 2,880 hours accrual of the preceding year.

(B) All employees except non-union and those covered in the fire department bargaining agreement shall be paid for one-half of their accumulated sick leave at the time of their retirement, the rate of compensation to be based on the employee's salary at the time of retirement. Employees covered in the fire

ORDINANCE NO. 9075 (Cont.)

department bargaining agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for one quarter of their accumulated sick leave at the time of their retirement, the amount of contribution will be based upon the employee's salary at the time of retirement. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for one-half of their accumulated sick leave at the time of their retirement. The amount of contribution will be based upon the employee's salary at the time of retirement.

(C) Department heads shall have a contribution made to their VEBA for one-half of their accumulated sick leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused sick leave at retirement shall be as provided above.

(D) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused sick leave.

SECTION 8. The city administrator shall receive a vehicle allowance of \$400 per month in lieu of mileage for use of personal vehicle travel within Hall County, payable monthly.

SECTION 9. Reimbursed expenses which are authorized by Neb. Rev. Stat. §13-2201, et. seq., the Local Government Miscellaneous Expenditure Act and/or which the Internal Revenue Service requires to be reflected on an employee IRS Form W-2 at year end, are hereby authorized as a payroll entry.

SECTION 10. 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.

ORDINANCE NO. 9075 (Cont.)

SECTION 11. The salary adjustments identified herein shall be effective with the pay period beginning on October 2, 2006.

SECTION 12. Ordinance No. 9017 and all other ordinances and parts of ordinances in conflict herewith be, and the same are, hereby repealed.

SECTION 13. This ordinance shall be in full force and take effect from and after its passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law.

Enacted: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item F10

#9076 - Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Animals

The information for this item is included in Ordinance Item F-7.

Staff Contact: Dale Shotkoski

ORDINANCE NO. 9076

An ordinance to amend Chapter 5 of the Grand Island City Code; to amend Chapter 5 for housekeeping issues; to amend the definition of dangerous animal and potentially dangerous animal; to delete the definitions for fowl, vicious animal and Zoological Park; to amend the regulations regarding dangerous and potentially dangerous animals to comply with state law; to prohibit chickens and/or roosters; to remove references to vicious animals; to repeal Chapter 5 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Chapter 5 of the Grand Island City Code is hereby amended to read as follows:

CHAPTER 5 ANIMALS Article I. General

§5-1. Definitions

As used in this chapter, the following terms mean:

Animal. Any live, vertebrate creature other than human beings.

Animal Shelter. Any facility operated by the City or the contracting agency for the purpose of impounding or caring for animals held under the authority of this chapter.

Auctions. Any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of animals by owners.

Birds. Any feathered vertebrate, including pigeons, but excluding poultry.

Bite. Any seizure with the teeth by an animal

Circus. A commercial variety show featuring animal acts for public entertainment.

Commercial Animal Establishment. Any pet shop, grooming shop, auction, riding school or stable, circus, performing animal exhibition, or kennel (this term shall not include a veterinary hospital or veterinary clinic).

Contracting Agency. The person, association, corporation, or partnership with which the City has contracted to enforce the provisions of this chapter.

Dangerous Animal. Any animal that, according to the records of the Central Nebraska Humane Society: (a) has killed or inflicted severe injury on a human being on public or private property; (b) has killed a domestic animal without provocation while the animal was off the owner's property; or (c) has been previously determined to be a potentially dangerous animal by an Humane Society officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury, or the damage was sustained by a person who, at the time, was committing a willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing, or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

ORDINANCE NO. 9076 (Cont.)

Enclosure. Any tract of land intended to restrain or contain an animal by means of a building, fence, or any other means.

Fowl. Any poultry, other than pigeons.

Grooming Shop. A commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Health Department. An agency with which the City contracts to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code.

Humane Society. The Central Nebraska Humane Society with which the City contracts to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code.

Humane Society Officer. Any police officer, Health Department employee, or employee of the contracting agency who is performing the duty of enforcing the provisions of this chapter.

Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

Livestock. Any hoofed animal commonly associated with domestic agricultural purposes, including but not limited to: horses, mules, donkeys, cows, sheep, goats, llamas, hogs.

Owner. Any person, partnership, or corporation owning, keeping, harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

Performing Animal Exhibition. Any spectacle, display, act, or event other than circuses in which performing animals are used.

Pet. Any animal kept for pleasure rather than utility.

Pet Shop. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed kennel, that buys, sells, or boards any species of animal.

Potentially Dangerous Animal. (a) Any animal that when unprovoked (1) inflicts a non-severe injury on a human or injures a domestic animal either on public or private property or (2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (b) any specific dog with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

Restraint. Any animal secured by a leash or lead, or under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.

Residence. The structure used as a domicile by a person or a family.

Riding School or Stable. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.

Running at Large. Running at large shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, wire, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequately fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises.

Scratch. Any scraping with the claws by an animal which causes an abrasion, puncture or wound of the skin.

Severe Injury. Any physical injury to a person that results in disfiguring lacerations requiring multiple sutures or cosmetic surgery, or one or more broken bones, or that creates a potential danger to the life or health of a victim.

Shelter. Any structure with a roof and walls designed and/or intended to house one or more animals.

Veterinary Hospital or Veterinary Clinic. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseased and injured animals.

Wild Animal. Any live animal normally found living in a state of nature and not normally subjected to domestication, including but not limited to: monkeys, raccoons, skunks, snakes, and lions, but excluding birds.

§5-2. Animal Advisory Board; Establishment

There is hereby established the Animal Advisory Board of the City of Grand Island, whose duty it shall be to advise the mayor and city council on all matters relating to this chapter. The board shall be composed of seven members: four members appointed by the mayor subject to confirmation by the city council; and the chief of police or his/her designee, the director of the humane society or his/her designee, and the director of the department of

ORDINANCE NO. 9076 (Cont.)

health or his/her designee. Appointed members shall serve without compensation. The Animal Advisory Board shall meet during the first week of January and the first week of July of each year and/or such other occasions as may be established by said board. Attendance by any four or more members shall constitute a quorum.

§5-3. Composition and Term

Said advisory board shall be composed of one veterinarian and three representatives from the community at large. The chief of police or his/her designee, the director of the humane society or his/her designee, and the director of the department of health or his/her designee shall serve as ex officio members. The original appointees to the Animal Advisory Board shall serve terms as follows: One for one year, one for two years, and one for three years. Thereafter, all appointments shall be for three year terms, provided, any appointment to fill a vacancy shall only be for the unexpired portion of the term of the member being replaced. The mayor may remove any appointed member without cause.

§5-4. Enforcement; Jurisdiction; Agencies; Duties

(A) This chapter shall be enforced only within the corporate limits of the City of Grand Island.

(B) The Code provisions of this chapter shall be enforced by the agency with which the City contracts to enforce said provisions and the Police Department. All employees of said contracting agency shall be designated humane society officers for the purposes of this chapter.

(C) The Health Department shall assist in enforcement of code provisions relating to public health, safety and welfare.

§5-5. Interference with Humane Society Officer

It shall be unlawful for any person to interfere with a humane society officer in the performance of his duties.

Article II. Commercial Animal Establishments

§5-6. Commercial Animal Establishments

All provisions of this chapter relating to the care and control of animals shall apply to commercial animal establishments as to all animals not kept for sale or resale; and, as to all animals kept for sale or resale, all provisions shall apply except for the enclosure distance requirements set forth in §5-16 and §5-17; the limitations of the number of animals set forth in §5-18; the minimum area requirements set forth in §5-18; the prohibition of fowl, chickens, (hens and roosters) set forth in §5-41.1 [*Committee recommendation*]; and the registration of dogs and cats set forth in §5-12.

§5-7. Permits Required

No person, partnership, or corporation shall operate a commercial animal establishment within the City of Grand Island without first obtaining a commercial permit. Operation of a commercial animal establishment without a commercial animal establishment permit shall constitute a public nuisance, subject to abatement pursuant to §20-15 of the Grand Island City Code.

§5-8. Commercial Permits; Fee; Renewal

(A) A commercial permit fee as adopted by the humane society board and identified in the City of Grand Island Fee Schedule shall be paid to the humane society for each commercial animal establishment within the City.

(B) Each permit shall be effective for one year, beginning on August 1 of each year and ending on July 31 of the following year.

(C) Renewal applications shall be made no sooner than thirty days prior to, nor later than thirty days after, the first day of August.

§5-9. Commercial Permits; Transfer

Permits may be transferred upon a change of ownership of a commercial animal establishment upon payment of a transfer fee as adopted by the humane society board and identified in the City of Grand Island Fee Schedule.

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§5-10. Commercial Establishments; Inspections

It shall be a condition of the issuance of a permit for operating a commercial animal establishment, that the City or the Health Department shall be permitted to inspect the premises and all animals thereon semi-annually. Refusal to allow an inspection by an authorized agent of the City or Health Department shall be a ground for revocation of said permit.

All commercial animal establishments shall comply with the Minimum Standards of Sanitation, Care, and Adequate Housing to be promulgated and adopted by the Animal Advisory Board and approved by the Mayor and City Council. Copies of the Minimum Standards of Sanitation, Care, and Adequate Housing shall be on file with the City Clerk and the humane society, and shall be available for public inspection.

§5-11. Commercial Permits; Revocation

The city council may, after notice and hearing as provided by law, revoke or suspend any commercial permit for one or more of the following causes:

(A) Refusal by the commercial permit holder to allow the City or the humane society to inspect the premises or examine the animals thereon.

(B) The conviction of the commercial permit holder or any of his or her employees for the offense of cruelty to animals, whether or not said conviction is based upon the treatment of any animal on the premises of the commercial animal establishment.

(C) Three or more convictions of the commercial permit holder and/or any of his or her employees for violations of any provision of this chapter within any twelve month period where said violations are based upon the care and/or control of the animals on the premises of said establishment.

Article III. Animal Licenses

§5-12. Registration Fee; Amounts; Delinquent

(A) The owner of any dog or cat over the age of six months in the City of Grand Island shall pay an annual pet license fee for said dog or cat. Such fee shall be adopted by the humane society board and identified in the City of Grand Island Fee Schedule.

The annual pet license as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license provided for by this section shall be secured by each new owner or new resident within thirty days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the dog or cat may have been registered within the annual period by a previous owner or that the dog or cat had been registered with another authority other than the City of Grand Island.

(B) The fee required in (A) above shall become due on January 1 of the licensing year and shall become delinquent on March 1 of each year. The owner of any dog or cat in the City of Grand Island registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees adopted by the humane society board and identified in the City of Grand Island Fee Schedule.

(C) No dog or cat shall be registered and licensed unless and until the owner shall display a certificate of a licensed veterinarian showing that such dog or cat has been vaccinated for rabies.

§5-13. Pet Tag; Issuance

(A) Upon the payment of the pet license fee required by §5-12, the owner shall be issued a metal tag for each dog or cat registered, which tag shall be marked and numbered with the year for which the tag is purchased and fee paid, and the number corresponding with the number of the dog or cat on the fee list. The pet tag must be attached to a collar or a harness and must be worn by each dog or cat at all times.

(B) Each dog or cat registered must be listed and numbered by the treasurer.

(C) If a pet license tag is lost, a replacement tag must be issued upon payment of a fee as adopted by the humane society board and identified in the City of Grand Island Fee Schedule.

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Article IV. Animal Care

§5-14. Shelter Required

No owner shall fail to provide his or her pets with shelter of sufficient size to allow each pet to lie down, and of sufficient construction to shield the pets from the wind, sun, and from precipitation.

§5-15. Enclosure Required

No owner shall fail to confine his or her animals within an enclosure of sufficient size and design to prevent the animal from escaping or to restrain said animal by a rope, chain, or stake in such a manner as to prevent such animal from going onto any public property or onto the property of another.

§5-16. Enclosures; Requirements

(A) All enclosures and restraints required by §5-15 which are used to confine horses, mules, donkeys, cows, sheep, goats or llamas shall be no less than 150 feet from any residence other than the residence of the owner of said enclosure unless a waiver or variance is obtained as provided in subsection (C) below.

(B) All enclosures and restraints required by §5-15 which are used to confine rabbits, birds, chickens shall be at least fifteen (15) feet from any privately-owned property abutting the owner's property.

(C) The owner of any animal affected by subsection (A) may keep or maintain an enclosure within the prohibited distance by either obtaining a waiver from all property owners within the prohibited distance stating that said property owners do not object to the keeping of animals within the prohibited distance, and filing the same with the humane society, or obtaining a variance from the city council; provided, that no variance shall be granted by the city council for a distance less than 75 feet. The council shall consider the following factors in determining whether or not to issue a variance:

(1) That the variance, if allowed, is in harmony with the general purpose and interest of this animal ordinance;

(2) That there are practical difficulties or practical hardships in the way of carrying out the strict letter of this animal ordinance;

(3) For the purpose of supplementing the above requirements, the council in making the determination whether there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

(i) that the majority of the applicant's neighbors have presented no objection to the proposed variance;

(ii) that the variance, if granted, would not be a threat to the public health, safety, and welfare;

(iii) that the variance, if granted, would not materially reduce the marketability of surrounding real property.

(4) Upon the filing of a request for variance under this subsection, the city clerk shall cause notice of the time and place of the hearing for variance to be mailed to the head of all residences within one hundred fifty (150) feet of the enclosure for which the variance is sought.

§5-17. Enclosures; Registration Required

(A) The location of all enclosures with the distance requirements as set forth by §5-16 shall be registered with the humane society within ten days of placing any animal upon an unregistered location. Said registration shall be non-reoccurring for each owner, but shall be nontransferable.

(B) The location of all enclosures in existence prior to the effective date of this ordinance shall be registered with the humane society within 90 days of the effective date of this ordinance.

§5-18. Number of Animals; Limits

(A) No residential property shall have more than one of the following animals over weaning age per half acre of outdoor enclosure area where said animals are of the following livestock species:

- (1) horses;
- (2) mules;
- (3) donkeys;
- (4) cows;
- (5) sheep;

ORDINANCE NO. 9076 (Cont.)

- (6) goats; and
- (7) llamas;

(i.e. two acres of outside enclosure area may be occupied by two horses and two cows, not four horses and four cows).

(B) All residential properties which do not comply with this subsection as of May 1, 1997 shall either be brought into compliance by September 1, 1997 or shall obtain a conditional use permit as provided by §36-82 of this Code. The issuance of the conditional use permit shall be subject to the following conditions:

(1) A description of the species and numbers of animals to be kept on the premises during the term of the conditional use permit shall accompany this application.

(2) Written waivers approving the proposed conditional use permit shall be obtained from all persons residing within one hundred fifty (150.0) feet of the subject property and shall accompany the application.

(3) If the subject property shall be brought into compliance with Section (A) above for one hundred eighty (180) or more consecutive days, the conditional use permit shall terminate and shall not be renewed or reissued.

(C) No residential property shall have more than thirty (30) rabbits or fowl at any one time.

(D) No residential property shall have more than 64 birds over six months of age at any one time.

(E) For the purposes of this section, the number of animals permitted to be kept under subsection (A) shall be reduced by one if rabbits are also kept on said property, and also by one if birds or fowl are kept on said property.

(F) No residential property shall have more than four dogs and/or cats over four months of age.

(G) No residential property shall have more than four different species of animals sheltered and/or enclosed outside the residence.

§5-19. Reserved

§5-20. Shelters and Enclosures; Sanitation

No owner shall fail to keep the shelters and enclosures on his or her property in a sanitary condition. As a minimum, owners shall not fail to:

(A) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from livestock at least once every seven (7) days.

(B) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from all other animals at least once daily.

(C) Clean and disinfect said shelters and enclosures so as to prevent the breeding of flies and insects and the emission of deleterious and offensive odors therefrom.

§5-21. Food, Water, Health Care; Owner's Duty

(A) No owner shall fail to provide food and water for his or her animals, or fail to seek veterinary care for any such animals that are sick or injured. Food and water container shall be of sufficient weight and design as to preclude readily tipping over and spilling the contents.

(B) No owner shall leave his or her pets without shelter in subzero degree or stormy weather.

§5-22. Cruelty to Animals Prohibited

(A) No person shall beat, mistreat, torment, tease, or otherwise abuse any animal.

(B) No person shall cause, instigate, or permit any fight or other combat between animals, or between animals and humans.

§5-23. Abandonment of Animals Prohibited

No owner of an animal shall abandon such animal.

§5-24. Exposing Poison Prohibited

No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal; provided, that it shall not be unlawful for a person to expose common rat poison mixed only with vegetable substances on his or her own property.

ORDINANCE NO. 9076 (Cont.)

§5-25. Accidents Involving Animals; Duties

No person who, as the operator of a motor vehicle, strikes an animal, shall fail to stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner, the police, or the animal control agency for the City.

§5-26. Ear Cropping, Dewclaw Removal, and Taildocking; Prohibition

No person, other than a licensed veterinarian, shall crop the ears, remove the dewclaws, or dock the tail of an animal.

§5-27. Restricted Sale of Chicks and Ducklings

Chickens or ducklings younger than eight weeks of age may not be sold in quantities of less than twenty-five to a single purchaser.

§5-28. Animals as Prizes Prohibited

No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement; or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

§5-29. Performing Animal Exhibitions

(A) No performing animal exhibition or circus shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering.

(B) All equipment used on a performing animal shall fit properly and be in good working condition.

Article V. Rabies Control

§5-30. Rabies Vaccination

(A) No owner of a dog, cat or ferret over the age of three (3) months shall fail to cause the same to be vaccinated against rabies by a duly licensed veterinarian.

(B) No owner of a dog, cat, or ferret vaccinated as required by subsection (A) shall fail to have such dog, cat, or ferret revaccinated within ten days of the expiration date set forth for the original or any subsequent vaccination of said dog, cat, or ferret.

§5-31. Vaccination Certificate

Every veterinarian who vaccinates a dog, cat, or ferret for rabies shall provide the owner thereof with a certificate showing the date of such vaccination. A copy of each such certificate or a compilation thereof providing notification that a vaccination certificate has been issued shall be provided by each veterinary hospital or veterinary clinic to the humane society by the 10th of each month following the date of issuance.

§5-32. Vaccination Certificate; Duty to Exhibit

The owner of a vaccinated dog, cat, or ferret shall exhibit the certificate of vaccination to any humane society officer upon demand.

Article VI. Animal Control

§5-33. Stallions, Jacks, and Bulls

No owner of any stallion, jack, or bull shall indecently exhibit the same or permit any such animal to be bred to any mare, jenny, or cow, except where the same is not exposed to public view.

§5-34. Running at Large; Restraint Required

It shall be unlawful for any owner to suffer or permit any dog or other animal to run at large within the

ORDINANCE NO. 9076 (Cont.)

corporate limits of the City of Grand Island. "Running at Large" shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, wire, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequate fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises. It shall be the duty of the city animal control officer or other appropriate city law enforcement officer to impound any dog found running at large within the City of Grand Island. Every dog found running at large in violation of this or any other section of the Grand Island City Code is declared to be a public nuisance and may be impounded.

§5-34.1. Animal Training and Shows

Animals may be off a leash when they are being trained for hunting or an animal show at a facility that is owned, leased or operated by a nationally recognized organization or a local affiliate sanctioned by such organization for the training, showing and betterment of animals such as the American Kennel Club or the United Kennel Club. Animals may be off of a leash at an animal show that is sanctioned by a nationally recognized animal organization if such show obtains a permit from the Grand Island Humane Society. The application for said permit shall set forth the date and place of the show or event, and list the types of activities that will be taking place at the event. If the activities at such animal show do not violate any of the provisions of the Grand Island City Code other than the running at large ordinance, or involve inhumane treatment of the animals at such event then a permit shall be issued by the Grand Island Humane Society and a copy of the permit shall be sent to the Grand Island City Clerk and to the Grand Island Police Department.

§5-34.2. Animals Used and Trained for Law Enforcement; Exemption

Any animal used by law enforcement agencies including but not limited to the City of Grand Island Police Department, the Hall County Sheriff's Department or the Nebraska State Patrol shall be exempted from the provisions of the Grand Island City Ordinances including the Animal Running at Large and Dangerous Dogs Ordinances while such animal is being trained or used for law enforcement purposes.

§5-35. Isolation of Female Animals in Heat

No owner of a female cat or dog in heat shall fail to take reasonable measures to isolate said female from male cats and dogs to prevent contact with such male animals except for planned breeding.

§5-36. Dangerous Animals or Potentially Dangerous Animals on Owner's Property

(A) While unattended on the owner's property, a dangerous animal shall be securely confined, in a humane manner, indoors or outdoors in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the animal from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground. The pen or structure shall also protect the animal from the elements. The owner of a dangerous animal shall post a warning sign on the property where the animal is kept that is clearly visible and that informs persons that a dangerous animal is on the property.

(B) All pens or structures for confining dangerous animals or potentially dangerous animals constructed after May 1, 1997 shall be at least five (5.0) feet from any privately-owned property abutting the animal owners' property.

§5-37. Dangerous Animals Restraint; Impoundment; Confiscation

(A) No owner of a dangerous or potentially dangerous animal shall fail to keep such animal securely muzzled and restrained by a leash or chain whenever off the owner's property.

(B) Any dangerous animal or potentially dangerous animal in violation of §5-36 or §5-37 of the Grand Island City Code may be immediately impounded by humane society officers. The owner shall be responsible for the costs incurred by the humane society for the care of the dangerous animal confiscated by the humane society or for the destruction of any dangerous animal if the action by the humane society is pursuant to law.

(C) In the event an animal conforming to the definition of dangerous or potentially dangerous bites or inflicts a wound on a human or domestic animal, the dangerous animal shall be immediately confiscated by a humane society officer, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

ORDINANCE NO. 9076 (Cont.)

(E) Disposition of any dangerous animal or potentially dangerous animal impounded for violation of §5-36 or §5-37 shall be governed by §5-44.

§5-38. Animal Noise

(A) No owner shall allow conditions to exist on said owner's property whereby the owner's animal or animals annoy or disturb any neighborhood or any person by loud, continuous, or frequent barking, howling, yelping, or crowing.

(B) No owner shall allow conditions to exist on said owner's property whereby the owner's roosters can be heard crowing. *[AAB recommendation]*

§5-39. Pet Excreta; Removal by Owner

The owner of any animal which deposits excreta on public property, or private property, shall be responsible for its removal. It shall be a violation of this section for the owner to fail to immediately remove such excreta when notified of its existence and location, either by the City or by the owner of the property on which the excreta was deposited.

§5-40. Wild Animals Prohibited

(A) No person shall keep, or permit to be kept on their residential premises any wild animal as a pet, for display, or for exhibition purposes, except as those on an Approved Animal List to be promulgated and adopted by the Animal Advisory Board and approved by the Mayor and City Council. Copies of the Approved Animal List shall be on file with the City Clerk and the humane society, and shall be available for public inspection.

(B) No person or commercial animal establishment shall offer any wild animal for sale unless included on the Approved Animal List.

(C) The owner of any wild animal listed on the Approved Animal List over the age of six (6) months shall pay an annual wild animal license fee as adopted by the humane society board and identified in the City of Grand Island Fee Schedule. The annual wild animal license, as provided in this section, shall be for the period of January 1 through December 31 of the licensing year. The wild animal license provided for by this section shall be secured by each owner or new resident within thirty (30) days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the wild animal may have been registered within the annual period by a previous owner or that the wild animal may have been registered in another authority other than the City of Grand Island. The wild animal license fee shall become due on January 1 of the licensing year and shall become delinquent on March 1 of each year.

(D) In the event a person wishes to keep or permit to be kept on his residential premises, any wild animal not listed on the Approved Animal List, application in writing may be made to the Animal Advisory Board for adding said species to the Approved Animal List. The primary factor to be considered by the Animal Advisory Board in adding a species to the Approved Animal List shall be whether allowing animals of said species to be kept within the corporate limits of the City of Grand Island presents a risk to public health, safety and welfare or the health, safety and welfare of other species already allowed to be kept as pets.

§5-41. Swine Prohibited

No person shall keep or maintain swine, including the species known as miniature potbellied pigs, on his or her residential premises within the City.

§5-41.1. Fowl, including Chickens (Hens and Roosters) Prohibited

No person shall keep or maintain fowl, chickens (hens and roosters) on his or her residential premises within the city. *[Committee recommendation]*

§5-42. Impoundment of Animals at Large

All animals not under restraint may be taken into custody by any police officer or humane society officer and impounded in the animal shelter and there confined in a humane manner.

§5-43. Rabies Control; Reporting and Impoundment

(A) Any unvaccinated dog or cat suspected of biting or scratching any person or exposing an individual to the possibility of contracting rabies shall be taken into custody by a humane society officer or police officer and

ORDINANCE NO. 9076 (Cont.)

impounded in the animal shelter for a period of not less than ten days, or such additional period as directed by a licensed veterinarian or medical professional treating the aforementioned injury.

(B) Any dog or cat currently vaccinated for rabies which is suspected of biting or scratching any person shall be confined by the owner of the animal for a period of not less than ten days; provided, that impoundment in the animal shelter shall be required if the victim, victim's legal guardian, or the victim's physician requests such impoundment; and provided further, that if said owner has on any prior occasion of a dog or cat bite or scratch, failed or refused to confine the animal as required by this section, said animal shall be impounded at the animal shelter or a veterinary clinic of the owner's choosing.

(C) Any ferret suspected of biting any person or exposing an individual to the possibility of contracting rabies shall be taken into custody by a humane society officer or police officer for immediate euthanization for the determination of rabies. Any ferret suspected of scratching any person shall be taken into custody by a humane society officer or police officer for immediate euthanization for determination of rabies if there is reasonable cause to believe said ferret has exposed such person to the possibility of contracting rabies.

(D) No owner of an animal suspected of biting or scratching any person, upon information and notice of the incident, shall fail or neglect to immediately place the animal in the custody of the humane society officer or police officer for impoundment at the animal shelter. Upon request and authorization by the owner of any animal impounded for observation under subsections (A), (B) or (C) above, said animal may be placed in the custody of a licensed veterinarian for the requisite observation period.

(E) All incidents of biting or scratching shall be reported in writing to the humane society by the medical professional treating the injury, the injured party, or in the case of a minor child, the parent or guardian.

(F) The term "scratching" as used in this section shall include only those incidents which result from known or suspected aggressive action or attack by a dog, cat or ferret.

§5-44. Impounded Animals; Disposition

(A) All domestic animals impounded pursuant to §5-42 shall be retained until redeemed by their owner upon payment of an impoundment fee as adopted by the humane society board and identified in the City of Grand Island Fee Schedule.

(B) All animals that are not domestic animals, including but not limited to feral cats, may be humanely euthanized as soon as they are captured or otherwise taken into custody.

(C) All animals impounded pursuant to §5-43 shall be retained until completion of the observation period and the determination by a licensed veterinarian that said animal is not infected with rabies, and then may be redeemed by its owner upon payment of the fees for impoundment and cost of care as adopted by the humane society board and identified in the City of Grand Island Fee Schedule.

(D) Any domestic animal not claimed by its owner within three clear working days after being impounded under §§5-42 or 5-43, shall become the property of the contracting agency and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.

(E) Any animals determined to have rabies by a licensed veterinarian shall be destroyed as soon as possible after that determination is made.

(F) All domestic animals impounded shall be retained until redeemed by their owner upon payment of fees for impoundment and cost of care in an amount adopted by the humane society board and identified in the Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is granted in writing by the contracting agency to allow the animal's owner to construct a pen or structure in conformance with §5-36 shall become the property of the contracting agency and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.

(G) No dog or cat impounded under §5-37, §5-42 or §5-43 shall be released until said animal is vaccinated and licensed as required by the provisions of this ordinance.

ORDINANCE NO. 9076 (Cont.)

Article VII. Penalties

§5-45. General Penalty

Any person violating any provision of this chapter shall be fined pursuant to §1-7 of this code. If a violation is of a continuing nature, each day of the violation shall constitute a separate violation.

§5-46. Nuisance

Any owner or any person in possession of any animal regulated by this chapter who fails to care for and control said animal shall be deemed to be maintaining a nuisance subject to abatement pursuant to §20-15 of the Grand Island City Code upon written request by the Director of the Department of Health, the Grand Island Police Department, the Director of the Humane Society, or the Code Enforcement Officer to the City Attorney, the abatement of which shall be the forfeiture of the animal or animals in violation. The procedure for abatement of nuisances set forth in §20-15 of the Grand Island City Code shall be followed in all cases not involving an imminent threat to public health, safety or welfare or the health, safety or welfare of the animal or animals in violation.

In the event continuation of a public nuisance might cause irreparable harm or poses a serious threat to public health, safety or welfare or the health, safety or welfare of residents of the property in violation, the written notice to abate pursuant to §20-15 of the Grand Island City Code shall not be required as a condition precedent to commencing a legal action to obtain abatement of the nuisance and the City of Grand Island, with the consent of the Mayor, may immediately file an action requesting such temporary or permanent order as is appropriate to expeditiously and permanently abate said nuisance and protect the public health, safety or welfare or the health safety or welfare of the residents of the property in violation.

Article VIII. Appeal Procedure

§5-47. Dangerous and Potentially Dangerous; Declaration; Appeal; Disposition

(A) If it shall appear to the Director of the Humane Society that any animal conforms to the definition of a dangerous animal or potentially dangerous animal written notice declaring the animal a dangerous animal shall be delivered to the animal's owner either by personal service or by mail addressed to the last known address of said owner.

(B) In the case of a dangerous animal or potentially dangerous animal, within five (5) days of personal service or mailing of a notice of declaration to the animal's owner said owner shall either provide reasonable proof of compliance with §5-36 and §5-37 of the Grand Island City Code or shall deliver said animal to the Humane Society for impoundment and disposition pursuant to §5-37(B). Refusal or failure by the owner of any animal declared a dangerous animal or potentially dangerous animal to comply with this subsection shall be a violation of the Grand Island City Code and shall be subject to abatement as a public nuisance pursuant to §5-46.

(C) The owner of any animal declared a potentially dangerous animal or dangerous animal by the Director of the Humane Society may appeal the Director's decision to the Animal Advisory Board by submitting a letter of appeal to the Director within 72 hours of either receiving personal service or mailing of the written notice of declaration. The Animal Advisory Board shall hold a hearing within ten (10) days of delivery of the letter of appeal to the Director. The hearing shall be conducted informally. The animal's owner and Director of the Humane Society shall present oral or written statements or reasons supporting or opposing the declaration to the Animal Advisory Board. Statements by each participant shall be limited to a total time of one hour or less. Upon conclusion of the hearing the Animal Advisory Board may reverse, modify or affirm the declaration of the Director. Notice of the determination of the Animal Advisory Board shall be given to the animal's owner and the Director of the Humane Society, either personally or by United States Mail.

ORDINANCE NO. 9076 (Cont.)

SECTION 2. Chapter 5 as now existing, and 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: September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G1

Approving Minutes of August 22, 2006 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 22, 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 August 22, 2006. Notice of the meeting was given in *The Grand Island Independent* on August 16, 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, Hornady, Walker, and Haase. 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 Pastor Onamae Waddel, Trinity United Methodist Church, 511 North Elm Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on Scott Usher, swimmer in the Olympic Trials, the City Administrator's Monthly Report, and Councilmember's Pielstick and Hornady's birthdays.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Brian Sands, Street Supervisor for 40 Years of Service with the City of Grand Island. Mayor Vavricek and the City Council recognized Brian Sands, Street Supervisor with the Public Works Department for 40 years of service with the City. Steve Riehle, Public Works Director commented on Mr. Sands service. Brian Sands was present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Change of Zoning for Land Proposed for Platting as Pedcor Second Subdivision Located West of Highway 281 and North of Husker Highway from B2 General Business to RD Residential Development. Chad Nabity, Regional Planning Department Director reported that Pedcor Investments, LLC, owner of the land proposed for platting as Pedcor Second Subdivision requested to amend the final development plan for the Riverbend Apartments located west of Highway 281 and north of Husker Highway to include more property to the north of the existing site and add a small building to one of the apartment buildings for laundry facilities. No public testimony was heard.

Public Hearing on Request of Ruff's Bar, Inc. dba Ed & Net's, 311 North Walnut Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Ruff's Bar, Inc. dba Ed & Net's, 311 North Walnut Street for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on July 31, 2006; notice to the general public of date, time, and place of hearing published on August 12, 2006; notice to the applicant of date, time, and place of

hearing mailed on July 31, 2006; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Acquisition of Public Utilities Easement Located at 1135 South Locust Street. (Shafer Properties, LLC) Gary Mader, Utilities Department Director reported that acquisition of a public utility easement located at 1135 South Locust Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to locate a pad-mounted transformer to provide electrical service to the building on the lot. No public testimony was heard.

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:

- #9062 - Consideration of Creation of Water Main District No. 454 – Park-View Subdivision
- #9063 – Consideration of Change of Zoning for Land Proposed for Platting as Pedcor Second Subdivision Located West of Highway 281 and North of Husker Highway from B2 General Business to RD Residential Development
- #9064 – Consideration of Amending Chapter 15 of the City Code, Electric Rate
- #9065 – Consideration of Amending Chapter 35 of the City Code, Water Rate
- #9066 – Consideration of Approving FY 2006-2007 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

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 Whitesides seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

#9062 - Consideration of Creation of Water Main District No. 454 – Park-View Subdivision

Gary Mader, Utilities Department Director stated Ordinance #9062 would create Water Main District No. 454 in the Park-View Subdivision to be followed by a 30 day protest period. Discussion was held concerning drive way and sidewalks that would need to be replaced and be assessed to the district. Funding was discussed with such a large project and possible short term financing would be needed.

Motion by Nickerson, second by Walker to approve Ordinance #9062.

City Clerk: Ordinance #9062 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9062 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9062 is declared to be lawfully adopted upon publication as required by law.

#9063 – Consideration of Change of Zoning for Land Proposed for Platting as Pedcor Second Subdivision Located West of Highway 281 and North of Husker Highway from B2 General Business to RD Residential Development

Chad Nabity, Regional Planning Director stated Ordinance #9063 related to the aforementioned Public Hearing. Mentioned was that there would be a total of three exists when completed.

Motion by Hornady, second by Cornelius to approve Ordinance #9063.

City Clerk: Ordinance #9063 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9063 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9063 is declared to be lawfully adopted upon publication as required by law.

#9064 – Consideration of Amending Chapter 15 of the City Code, Electric Rate

Gary Mader, Utilities Director explained that Ordinance #9064 would increase the electric rates. Presented was information concerning the increase. Discussion was held with regards to people on fixed incomes. It was mentioned that rates would go into effect on December 1, 2006 with billings reflecting the increase to be received in January 2007.

Motion by Meyer, second by Whitesides to approve Ordinance #9064.

City Clerk: Ordinance #9064 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Whitesides, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker and Haase voted aye. Councilmember Pielstick voted no. Motion adopted.

City Clerk: Ordinance #9064 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Whitesides, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker and Haase voted aye. Councilmember Pielstick voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9064 is declared to be lawfully adopted upon publication as required by law.

#9065 – Consideration of Amending Chapter 35 of the City Code, Water Rate

Gary Mader, Utilities Director explained that Ordinance #9065 would increase the water rates. Presented was information concerning the increase. Discussion was held with regards to return on investment through assessments. The average increase depending on water use would be \$12.52 to \$14.32 for 1,500 cubic feet (11,220 gallons) or minimum usage would increase 60¢. It was mentioned that rate increases would begin October 1, 2006.

Motion by Nickerson, second by Gilbert to approve Ordinance #9065.

City Clerk: Ordinance #9065 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Whitesides, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker and Haase voted aye. Councilmember Pielstick voted no. Motion adopted.

City Clerk: Ordinance #9065 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Whitesides, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker and Haase voted aye. Councilmember Pielstick voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9065 is declared to be lawfully adopted upon publication as required by law.

#9066 – Consideration of Approving FY 2006-2007 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

David Springer, Finance Director reported that Ordinance #9066 was one of the final steps in approving the FY 2006-2007 City Budget. The final step approving the tax request would be brought back to council at the September 12, 2006 Council meeting.

Motion by Pielstick, second by Hornady to approve Ordinance #9066.

City Clerk: Ordinance #9066 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, and Walker voted aye. Councilmember Haase voted no. Motion adopted.

City Clerk: Ordinance #9066 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, and Walker voted aye. Councilmember Haase voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9066 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Cornelius, second by Hornady to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 8, 2006 City Council Regular Meeting.

Approving Minutes of August 15, 2006 City Council Special Meeting/Budget Session.

Approving Preliminary Plat for Pedcor Second Subdivision.

#2006-229 – Approving Final Plat and Subdivision Agreement for Pedcor Second Subdivision. It was noted that Pedcor Investment, L.L.C., owner proposed to create 2 lots on a tract of land in the E

1/2 SE 1/4 of Section 25-11-10, formerly platted as Lots 4 and 5, Pedcor Subdivision consisting of approximately 40.07 acres.

#2006-230 – Approving Final Plat and Subdivision Agreement for Nagy’s Second Subdivision. It was noted that J & B Rentals, L.L.C., owner proposed to create 2 lots on a tract of land comprising the southerly 76.15 feet of Lot 1, Block 22, Nagy’s Addition consisting of approximately 0.115 acres.

#2006-232 – Approving Bid Award for Coal Supply Contracts for 2007 and 2008 – Platte Generating Station with Arch Coal Sales of St. Louis, Missouri.

#2006-233 – Approving Bid Award for Distributed Control System Console Upgrade – Platte Generating Station with ABB, Inc. of Wickliffe, Ohio in an Amount of \$98,537.00.

#2006-234 – Approving Energy Policy Act of 2005 Requirements.

#2006-235 – Approving Bid Award for Spiral Lift Pump Recoating Project 2006-WWTP-3 with HEG Painting Co., Inc. of Cherokee, Iowa in an Amount of \$46,140.00.

#2006-236 – Approving Nebraska Health and Human Services Access & Visitation Grant Application. It was noted that the grant funding amount was \$23,000 through September 2007 is submitted by August 31, 2006.

#2006-237 – Approving Household Hazardous Waste Collection and Recycling Facility Construction Grant Application. It was noted that the grant application amount was \$652,000 with a city match of \$80,000 to be allocated in the 2007-2008 budget.

#2006-238 – Approving Request for Use of Ambulance at the Mission of Mercy Event.

#2006-239 – Approving an Amendment to the User Fee Schedule Pertaining to the Utility Rates, and Correction to Swimming Lesson Fee at Lincoln Park.

RESOLUTIONS:

#2006-240 - Consideration of Request from Ruff’s Bar, Inc. dba Ed & Net’s, 311 North Walnut Street for a Class “C” Liquor License and Request of Jesse Strinz, 2019 N. Park Avenue for Liquor Manager Designation. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Pielstick, second by Whitesides to approve Resolution #2006-240 contingent upon final inspections and the stipulation that Mr. Strinz complete a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2006-241 – Consideration of Approving 1% Increase to the Lid Limit. David Springer, Finance Director reported that in 1998 the Nebraska State Legislature passed LB 989 which put a cap on the amount of restricted revenues a political subdivision could budget for. The restricted revenues that the City of Grand Island included in the budget were Property Taxes, Local Option Sales Tax, Motor Vehicle Tax and State Aid. Of those restricted revenues, property tax was the only revenue that the City could control. The increase in restricted funds authority using the 1% additional amount and the

population growth (when available) was not an increase in budgeted revenues. It only provided the ability to increase restricted revenues, particularly property tax, in a future year if necessary.

Motion by Whitesides, second by Hornady to approve Resolution 2006-241. Upon roll call vote, all voted aye. Motion adopted.

#2006-242 – Consideration of Annexing Property Located at 502 East Capital Avenue, West of St. Paul Road and North of Capital Avenue. Chad Nabity, Regional Planning Director reported that a request had been received to consider annexation of property located at 502 East Capital Avenue, north of Capital Avenue and west of St. Paul Road for the purpose of development. Mr. Nabity stated Resolution #2006-242 would approve the intent to annex, the annexation plan, and set the public hearing for September 26, 2006.

Motion by Hornady, second by Cornelius to approve Resolution #2006-242. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Hornady to approve the Claims for the period of August 9, 2006 through August 22, 2006, for a total amount of \$3,657,439.97. Motion adopted unanimously. Councilmember Pielstick abstained from Claim #135192.

ADJOURNMENT: The meeting was adjourned at 8:25 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G2

Approving Minutes of August 29, 2006 City Council Study Session

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

August 29, 2006

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 29, 2006. Notice of the meeting was given in the *Grand Island Independent* on August 23, 2005.

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, Pauly, Hornady, Walker, and Haase. Councilmember Cornelius was absent. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Interim City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

INVOCATION was given by Pastor Cheryl Lamb, First Presbyterian Church, 2103 West Anna Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the recent death of Staff Sgt. Jeffrey Hansen, 1st Squadron, 167th Calvary Regiment serving in Iraq. A moment of silence was observed.

Waste Water Treatment Plant Update Regarding Aerated Static Pile Composting and Anaerobic Digestion. Steve Riehle, Public Works Director reported that on June 6, 2006, CH2MHill updated the city council on the facility plan for the Grand Island Waste Water Treatment Plant. The consultant recommended the following:

- Implement anaerobic digestion at the appropriate time
- Pursue financing with revenue bonds to speed implementation
- Continue with aerated static pile composting by improving existing compost area
- Continue landfilling remainder of sludge until digesters are constructed

CH2M Hill economists and engineers in coordination with city staff reviewed the financial records for the division and presented the following:

Tom Heinemann, CH2M Hill showed a PowerPoint presentation reviewing previous presentations to the City Council regarding solids handling options, anaerobic digestion, and recommendations.

Financial Analysis:

Background – City's Current Budget was mentioned as conservatively managed, low debt ratio at 35% (normal 50-60%), pay-as-you-go projects had been implemented since 1995 without major rate increases, and wastewater rates were mid-level compared to other cities.

Goals & Objectives were: evaluate funding for proposed Capital Improvement Projects (CIP) (Digesters and Composting); review adequacy of existing rates to generate sufficient revenues; determine level and timing of debt financing; propose rate increases; and develop Financial Model to aid in the analysis.

Scott Higby, CH2M Hill presented the financial analysis from the study.

Financial Rate Analysis: Mr. Higby mentioned the following key parameters: maintain cash balance of 120 days of operating reserves; level and timing of debt funding – limit debt funding to cost of Digesters and Composting; available revenue must be 1.25 times the debt service (bond covenant); and maintain \$1.2M for Capital Improvement Program (CIP) for other projects.

City's Top Waste Water Customers: It was mentioned that Swift & Co. packing plant was top waste water customer in the City with 57% of the total, food processing 4%, implement manufacturing 1%, and all other customers 38%.

Loading Scenarios: The packing plant makes a significant impact in the analysis. The following three variables were evaluated: packing plant continues as-is; packing plant reduces loading (lagoon); and packing plant no longer a customer.

Rate Increase Assumptions: Rate increases above the consumer price index (CPI) were spread over the 2 year project implementation period, thereafter rates stayed close to the CPI. Previous rate increases average 2.9%, Consumer Price Index average 2.6% for the years 1997 through 2006.

Scenario No. 1 (Present Situation): Loading remains at present levels; projects: digesters & compost; highest available capital (\$37.3m for 10 year period); savings -\$1m per year (compared to landfilling); largest debt (\$12.8m); 20 year debt repayment; with rate increases of 5.5% in 2008 and 2009.

Scenario No. 2 (Expected Situation): Loading and revenue reduced; projects: digesters & compost; CIP available (\$28.4m for 10 year period); savings -\$0.5m per year compared to landfilling; large debt (\$9.6m); 20 year debt repayment; with rate increases of 5.5% in 2008, 2009, and 2010.

Scenarios Remaining: Continue with landfilling reduces available CIP by \$.05m to \$1m annually; least “financial risk” is to proceed with ASP composting. Selection of Digesters based on quantitative and qualitative analysis. (odors, operation, cost, etc.) A “significant” drop in loading would require a significant rate increase to cover operational costs and debt service.

Wastewater Treatment Plan Loading Variability:

Approach to Implementation: all current customers remain; construction of packing plant lagoon would be decided within the next 3 to 6 months; because the packing plant is a significant customer (50% of the loading), the City must protect its investment interests; and implement a take-or-pay type of agreement similar to the 1994 agreement.

Take – Or – Pay Evaluation: Agreement protects city's interest when financing improvements; customers continue to discharge and pay bills; and it ensures adequate revenue even with a drop in loading.

Tom Heineman presented the following recommendations.

Solid Handling Recommendations: Implement short-term aerated static pile composting improvements immediately, provide financing of ASP composting with revenue bonds; debt \$2.1 million (composting only); obtain Take-or-Pay agreement from packing plant customer; work with packing plant customer to conservatively size digester project for 10 year loading projection; if loading remains at current levels, implement rate increases of 5.5% in 2008 and 2009; if loading decreases, implement rate increases of 5.5% in 2008, 2009, and 2010; provide financing of digesters with revenue bonds; debt (current loading: \$10.7 million – digestion only, reduced loading: \$8.9 million – digestion only); and implement anaerobic digestion project, but only if the Take-or-Pay agreement and the loading sizing has been finalized.

Gary Greer, City Administrator commented on debt financing, loading volumes from Swift & Co. Packing Plant, odor reduction, and rate increases. Mentioned was that the City should wait to do anything until we know what Swift & Co. would do and the effects before we raise rates.

Concerns were raised by Council regarding rate increases. Mr. Reihle answered questions regarding the lagoon and smells. He stated our lagoon was no longer in use. Discussion was held regarding the changes Swift was making short-term and long-term. Mr. Greer stated within 6 months to a year we would know the effects of the changes made by Swift. Landfilling costs compared to digesters and compost was discussed.

Mr. Greer recommended we engage in the aerated static pile composting, work with Swift, and bring this decision back for Council regarding the anaerobic digestion in the future.

Update Concerning Employee Handbook. Brenda Sutherland, Human Resources Director reported on the changes being recommended for the Employee Handbook (Personnel Rules and Regulations). Ms. Sutherland stated some of the changes were the addition of administrative policies being incorporated into the Personnel Rules.

The following areas changed in the Personnel Rules were presented:

- Dress code policy
- No Smoking policy
- Community leave bank policy
- Sick leave would now be referred to as medical leave
- Formal addition of "probationary status"
- Changes in the reduction of force policy
- Computer network policy
- Telephone usage policy
- Political activity policy
- Employment of relatives – changed to Nepotism policy
- Reimbursable business travel expense

- Interview and relocation expenses
- City Hall closure policy
- Compensation for unused sick leave at retirement
- Removal of retiree health insurance
- Tuition reimbursement
- Bilingual pay

Councilmember Nickerson stated he was glad to see the positive changes to tuition reimbursement. Councilmember Meyer stated he did not agree with Section 3.04 Resignations, Retirements and Layoffs with regards to sick leave payouts and Section 3.13 Employment of Relatives, would like to see the Police and Fire Departments excluded from this section. Councilmember Hornady mentioned concerns with the tuition reimbursement at 100% reimbursed with a grade of "C" or better and the amount of leave available to employees.

Councilmember Haase asked questions concerning the City Administrator serving at the pleasure of the Mayor and the administrative day-to-day duties. Councilmember Whitesides asked questions concerning the Nepotism policy and what changes were made. Ms. Sutherland stated the new policy was basically the same as the old one. Steve Lamken, Police Chief stated the current policy did not cause any problems at the Police Department. Councilmember Walker agreed that direct supervision of relatives should not be allowed. Several Councilmember's had concerns regarding the Nepotism policy. Councilmember Whitesides recommended including in Section 3.13, second paragraph, end of first sentence the words "on a daily basis".

Councilmember Gilbert questioned Section 3.16 "Administrator/Mayor" and other areas in the policy stated "Administrator or Mayor". Mr. Greer stated he felt "Administrator" should be struck from this section. Ms. Gilbert raised concerns regarding no limits for tuition reimbursement.

Mayor Vavricek recommended in Section 3.08 Political Activity to include "candidate" for Mayor or City Council. This will be brought back for Council approval at the Regular Meeting of September 12, 2006 with implementation to take place on October 1, 2006.

ADJOURNMENT: The meeting was adjourned at 9:00 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G3

Approving Minutes of September 5, 2006 City Council Study Session

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

September 5, 2006

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 5, 2006. Notice of the meeting was given in the *Grand Island Independent* on August 30, 2005.

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, Hornady, Walker, and Haase. Councilmember Pauly was absent. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Interim City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

INVOCATION was given by Pastor David Zellmer, Messiah Lutheran Church, 708 North Locust Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the following:

- Flowers in front of City Hall and the work of Ken Scholl, Maintenance Worker and Brad Foster, Parks and Recreation who supplies the flowers for City Hall and plants flowers in all the City parks
- Sgt. Jeffery Hansen, funeral today
- Husker Harvest Days – September 12-14, 2006
- Harvest of Harmony Parade – October 7, 2006
- Humane Society Groundbreaking – September 6, 2006

Review of Chapter 5 of the Grand Island City Code Relative to Animals. Dale Shotkoski, Interim City Attorney reported that one of the goals set this year by Administration, Mayor and City Council was to revise and update the Grand Island City Code.

Recent meetings had taken place with Brad Driml of the Humane Society and the Animal Advisory Board to discuss changes to Chapter 5 relative to animals. The following changes were recommended by the Animal Advisory Board:

- Definition of “vicious animal” be eliminated from the language of Section 5-37. Under the proposed revision, violations previously enforced under the definition of “vicious animal” would be enforced under the definition of “dangerous animal”.
- Definition of “scratch” include “any scraping with the claws or by oral captivity”. This revision includes the specification of oral captivity. Section 5-36 of the City Code pertains to dangerous or potentially dangerous animals on an owner's property.
- Dangerous animal should be securely confined in an enclosed and locked pen or structure while un-attended.

- Dangerous or potentially dangerous animal in violation of Sections 5-36 and 5-37 would be immediately impounded by the Humane Society with the owner of the animal being responsible for the costs incurred by the Humane Society for the care of said animal.
- Humane Society be authorized to confiscate any dangerous or potentially dangerous animal who has bitten or inflicted a wound on a human or domestic animal and eliminate the requirement of written notice before doing so.
- Citizens not be able to maintain more than ten chickens, including no more than two roosters. Chickens and/or roosters must be fenced, screening the visibility of the birds from other residences.

Mr. Shotkoski stated the City Code Revision Committee met with Mr. Driml and approved the proposed revisions with the exceptions of chickens. The City Code Revision Committee recommended that no chickens or roosters be allowed within the city limits of the City of Grand Island.

Councilmember Whitesides recommended a limit of 4 chickens with no roosters inside the City limits. Councilmember's Pielstick, Meyer, and Nickerson recommended we follow the committee's recommendation with no chickens allowed. Councilmember Gilbert recommended moving chickens to City Code Section 5-18.

Brad Driml, Executive Director of the Central Nebraska Humane Society explained the procedures for dogs that had bitten and not had rabies shots. Mr. Driml stated the most common citations issued by the Humane Society were no license, no rabies shots, and running-at-large.

Discussion was had regarding the expansion of the City into agricultural areas and this being an area where chickens could be kept such as other animals listed in Section 5-18.

It was the consensus of the council to move chickens to Section 5-18 allowing four chickens/fowl (no roosters) on a lot of half an acre or more.

Mr. Shotkoski stated Chapter 5 would be brought to the September 12, 2006 City Council Regular Meeting for approval. If the ordinance was approved it would go into effect 15 days after approval and those individuals who had chickens would be in violation of the law.

Presentation of NE Risk & Protective Factors Student Survey. Randy See, Prevention Project Coordinator with the Grand Island Substance Abuse Prevention Coalition presented information regarding the NE Risk & Protective Factors Student Survey.

Mr. See stated in 2003 and 2005 a survey was taken of students within the Grand Island School system. The following information was collected:

- Substance Use and Antisocial Behavior
- Risk and Protective Factor Profiles
- Sources and Places of Alcohol and Cigarette Use
- Contexts for Gambling

Presented were charts and data tables from the survey. The Risk and Protective Factor Model of Prevention was based on the fact that in order to prevent a problem from happening, factors that increase the risk of that problem from developing needed to be identified and then find ways to reduce the risks.

Police Chief, Steve Lamken commented on underage tobacco violations. Councilmember Nickerson questioned the social economical factors of the survey. Mr. See stated he did not know. Councilmember Gilbert mentioned presentations available through the United Way and other agencies to educate parents, businesses, employees, etc. promoting prevention.

Presentation of Transportation Study Survey. Cindy Preisendorf, Heartland Campaign Management TAP Project Coordinator presented a PowerPoint on the Transportation Access Project (TAP) relating to a Public Transportation Service.

Introduced were members of the subcommittee: Jeff Burke, Vocational Rehabilitation; Terri Sautter, Workforce Development; Judy Vohland, Vocational Rehabilitation Services; Marlan Ferguson, Economic Development Corporation; Dr. Lynn Black, Central Community College; Chuck Leach, Center for Independent Living; and Kris Nolan-Brown, Goodwill Industries; Bill Brennan, St. Francis Medical Center; and Lois Steineke, Grand Generation Center.

Ms. Preisendorf explained the history, accomplishments, goals & objectives of TAP. Moore and Associates conducted a study to review public transit service in Hall County. A detailed report of the survey results was given.

Survey Highlights:

- 1,882 surveys were distributed in English and Spanish languages
- 747 surveys returned for a rate of 39.87%. 21 proved invalid to scan for compilation & analysis purposes, 64 were returned too late to include. A total of 662 responses were included in the survey analysis.
- A variety of distribution methods were employed by the 33 distribution partners.

Projected Project Outcomes:

- Increased ability to attract business/industry to the community
- Service provided to larger segments of the population currently underserved
- Improved efficiency = system capacity expansion = greater ridership = increased federal and state funding
- Evening/Weekend service
- Fixed Routes that inherently offer increased reliability

Benefits of Expansion to the Community:

An expanded public transit system will result in:

- Job Market Growth
- Improved health care access
- Greater mobility for various segments of the population
- Benefit business, industry, higher education, government, faith-based organizations, human service agencies, medical/dental providers and private citizens

- An expanded public transit system will aid in attracting business and industry to our city as it approaches the 50,000 population mark

Conclusions & Summary:

There was much interest in and positive support for a public transit route system from a wide array of community entities and across all demographics of Hall County citizens.

There were two primary concerns:

1. Riders of the current Hall County Public Transportation did not wish to see door to door or “demand – response” service, they depend on a great deal, eliminated or decreased.
2. Elected officials, city/county government staff and some citizens do not wish to see an increased tax burden to the community from an expanded service.

Lois Steineke, Grand Generation Center commented on the current transportation and capacity for the Grand Generation buses.

Discussed was Phase I of the study regarding bus routes, vehicle hours, schedule, and bus stop locations.

Terri Sautter, Workforce Development, Judy Vohland, Vocational Rehabilitation Services; Jeff Burke, Vocational Rehabilitation Services; Bill Brennan, St. Francis Medical Center; Kris Nolan-Brown, Goodwill Industries; and Chuck Leach, Center for Independent Living spoke in support of the need to expand the transportation services in Hall County.

ADJOURNMENT: The meeting was adjourned at 9:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G4

**Approving Request from Becki Halte, 4164 Texas Avenue for a
Liquor Manager Designation for Bullwinkle's Bar & Grill, 3235
South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 12, 2006

Subject: Request of Becki Halte, 4164 Texas Avenue for Liquor Manager Designation for Bullwinkle's Bar & Grill, 3235 South Locust Street

Item #'s: G-4

Presenter(s): RaNae Edwards, City Clerk

Background

Beckie Halte, 4164 Texas Avenue has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-23100" Liquor License for Bullwinkle's Bar & Grill, 3235 South Locust Street. This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request of Beckie Halte, 4164 Texas Avenue for Liquor Manager Designation in conjunction with the Class "C-23100" Liquor License for Bullwinkle's Bar & Grill, 3235 South Locust Street with the stipulation that Ms. Halte complete a state approved alcohol server/seller training program.



**INTEROFFICE
MEMORANDUM**
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: August 29, 2006

TO: RaNae Edwards, City Clerk

FROM: Brad Brush, Lieutenant, Police Department

RE: Liquor Manager Designation for Bullwinkles Bar & Grill,
3235 South Locust, Grand Island, Nebraska

The Grand Island Police Department received the application for Liquor Manager Designation for Bullwinkles Bar & Grill located at 3235 South Locust Street in the name of Becki Halte.

The application for the Liquor Manager Designation is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, in articles 3, 4, 7, 8, 10, 11, or 12, Chapter 28, thus disqualifying the applicant.

It is the Police Department's recommendation to accept this Liquor Manager Designation application in the name of Becki Halte, for Bullwinkles Bar & Grill, 3235 South Locust, Grand Island, NE 68801.

BB/rkk

A handwritten signature in cursive script, appearing to read "Sp. Brush", written in black ink.

08/28/06
14:20

Grand Island Police Dept.
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 13:35:36 08/28/2006
Occurred before : 13:35:36 08/28/2006
When reported : 13:35:36 08/28/2006
Date disposition declared : 08/28/2006
Incident number : L06084592
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 3235 S Locust
State abbreviation : NE
ZIP Code : 68801
Contact or caller : RaNae Edwards
Complainant name number :
Area location code : PCID Police - CID
Received by : Brush B
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Brush B
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status :

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	38707		Halte, Becki J	liq lic designee
NM	95889		Bullwinkles,	mentioned

LAW INCIDENT NARRATIVE:

Request for assessment & recommendation-Liquor Manager Designation Application.

The Liquor Manager Designation Applicant's name is Becki Halte, for Bullwinkles Bar & Grill, 3235 S Locust, GI, NE 68801.

Nebraska Criminal Justice Information System (NCJIS) and the following convictions not declared by Halte were found;

- 1) Speeding 11-15 MPH Hall County/State ; Infraction
Offense Date is 07/20/2000, Plea is Guilty/Admit
- 2) Speeding 6-10 MPH Hall County; Interstate ; Infraction
Offense Date is 01/09/2001, plea is Guilty/Admit
- 3) Speeding 11-15 MPH Hall County/State ; Infraction
Offense Date is 10/10/2002, Plea is Guilty/Admit
- 4) Speeding 6-10 MPH Antelope County/State ; Infraction
Offense Date is 08/02/2003, Plea is Guilty/Admit

08/28/06
14:20

Grand Island Police Dept.
LAW INCIDENT TABLE

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Page: 2

Failure to declare the above convictions causes the application to be false.

National Crime Intelligence Center (NCIC) search reflected no other convictions.

In summation;

The application for the Liquor manager is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, in articles 3, 4, 7, 8, 10, 11, or 12, Chapter 28, thus disqualifying the applicant.

It is the police department's recommendation to accept this Liquor Manager Designation Application in the name of Becki Halte, for Bullwinkles Bar & Grill, 3235 S Locust, GI, NE 68801.

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
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1		NSP1	NSP Monitor
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City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G5

**#2006-243 - Approving Acquisition of Utility Easement - 602 West
Stolley Park Road - Barr Middle School**

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-243

WHEREAS, a public utility easement is required by the City of Grand Island, from The School District of Grand Island, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on September 12, 2006, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot One (1), part of Lot Two (2), and part of Lot Three (3), Grand Island School Addition located in the city of Grand Island, Hall County, Nebraska, the easement and right-of-way being more particularly described as follows:

Tract No. 1:

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as commencing at a point on the northerly right-of-way line of Stolley Park Road, being two hundred forty and five tenths (240.5) feet east of the southerly most southwesterly corner of Lot Two (2) Grand Island School Addition; thence N01°18'W along the centerline of an existing easement recorded in the office of the Hall County Register of Deeds as Document 79-006977, a distance of one hundred forty three and seven tenths (143.7) feet; thence N85°22'E along said centerline, a distance of ninety three and six tenths (93.6) feet; thence N43°27'E along said centerline, a distance of forty nine and two tenths (49.2) feet to the actual point of beginning of Tract No. 1; thence S46°33'E, a distance of seventy five and six tenths (75.6) feet; thence S89°45'E, a distance of thirty two and six tenths (32.6) feet; thence N40°25'E, a distance of one hundred ninety seven and five tenths (197.5) feet; thence N44°26'W, a distance of eighty nine (89.0) feet to a point on the centerline of said existing easement. The sidelines of the above described tract being extended or shortened to meet at angle points and to terminate at the centerline of said existing easement.

Tract No. 2:

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as commencing at a point on the northerly right-of-way line of Stolley Park Road, being two hundred forty and five tenths (240.5) feet east of the southerly most southwesterly corner of Lot Two (2) Grand Island School Addition; thence N01°18'W along the centerline of an existing easement recorded in the office of the Hall County Register of Deeds as Document 79-006977, a distance of one hundred forty three and seven tenths (143.7) feet; thence N85°22'E along said centerline, a distance of ninety three and six tenths (93.6) feet; thence N43°27'E along said centerline, a distance of two hundred seventy two (272.0) feet; thence N44°26'W, a distance of three hundred sixty two (362.0) feet; thence S43°12'W, a distance of one hundred twenty six (126.0) feet to the actual point of beginning of Tract No. 2; thence N45°41'W, a distance of fifty two and five tenths (52.5) feet; thence S45°06'W, a distance of ninety eight and nine tenths (98.9) feet; thence S01°25'W, a distance of forty two and nine tenths (42.9) feet; thence S46°48'E, a distance of twenty seven and two tenths (27.2) feet to a point on the centerline of said existing easement. The sidelines of the above described tract being extended or shortened

to meet at angle points and to terminate at the centerline of said existing easement.

The above-described easement and right-of-way containing a total of 0.215 acres, more or less, as shown on the plat dated August 16, 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 The School District of Grand Island, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G6

**#2006-244 - Approving Bid Award for Boiler and Machinery
Insurance - Utilities Dept.**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: September 12, 2006

Subject: Approving Renewal of Boiler and Machinery Insurance –
Utilities Department

Item #'s: G-6

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

Background

Proposals for insurance of the Utilities Department Boiler and Machinery, and Property Peril and Fire coverage were solicited in accordance with the City Purchasing code. Proposals were received until 5 p.m., Friday, August 11, 2006. The current insurance policy expires on October 1, 2006.

Discussion

The insurance of electric and, to a lesser degree, water utilities facilities is a specialized market, with a limited number of potential providers. During the solicitation period, interest in providing this insurance was received from two carriers, the present insurer, Factory Mutual Insurance Co. of St. Louis, MO, and St. Paul Travelers of Cypress, TX. Only one proposal was received, that from the current provider.

The proposal received includes the same terms and conditions as the current policy, but with valuation adjustments resulting in an increased total insured value from the present \$320,968,000 to \$330,222,703. The current annual premium is \$369,734. The proposed renewal premium is \$367,507.

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 renewal of the Boiler and Machinery, Property Peril and Fire insurance for Utilities Department facilities to Factory Mutual Insurance Co.

Sample Motion

Motion to approve the award of the Utilities Department Boiler and Machinery, Property Peril and Fire Insurance to Factory Mutual Insurance Co. of St. Louis, Missouri.



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
BOILER & MACHINERY INSURANCE**

RFP DUE DATE: August 11, 2006 at 5:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: July 24, 2006

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

**Factory Mutual Insurance Co.
540 Maryville Center, Suite 400
St. Louis, Mo 63141**

cc: Gary Mader, Utilities Director
Pat Gericke, Utilities Admin. Assist.
Burhl Gilpin, Utilities Dept.
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Bob Smith, Assistant Utilities Director
Tim Luchsinger, Utilities Dept.
David Springer, Finance Director
Dale Shotkoski, Purchasing Agent

P1103

R E S O L U T I O N 2006-244

WHEREAS, the City's Utility Department subscribes to insurance for boiler and machinery and property peril and fire coverage; and

WHEREAS, the City of Grand Island invited proposals for the renewal of the boiler and machinery insurance in accordance with the City's Purchasing Code; and

WHEREAS, the insurance of electric and water utilities facilities is a specialized market with a limited number of potential providers; and

WHEREAS, valuation adjustments resulted in an increased total insured value of property from the present amount of \$320,968,000.00 to \$330,222,703.00;

WHEREAS, only one proposal was received, that being from the current provider, Factory Mutual Insurance Co. of St. Louis, Missouri, in the amount of \$367,507.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Factory Mutual Insurance Co. of St. Louis, Missouri, in the amount of \$367,507.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G7

**#2006-245 - Approving Bid Award - 750 MCM Power Cable -
Utilities Department, Underground Division**

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

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

Meeting: September 12, 2006

Subject: Bid Award - 750 MCM Power Cable

Item #'s: G-7

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

Background

The Underground Division of the Utilities Department uses 750 MCM power cable for all circuits leaving substation breakers and major feeders. This is a standard inventory item that needs to be replenished. Standard inventory is nine reels of 1200 feet each.

Discussion

Specifications were sent to two potential suppliers. Bids were received from both quoting three manufacturers. On August 21, 2006 the bids were publicly opened per City purchasing requirements. The bids are as follows:

Bidder	Manufacturer	Firm Price	Total
WESCO	Okonite cable	Until 9/13/06	\$188,351.24
Kriz-Davis Co.	Pirelli cable	Not firm	\$182,756.00
Kriz-Davis Co.	Kerite cable	Not firm	\$186,051.60
Kriz-Davis Co.	Pirelli cable	Until 9/13/06	\$207,890.30

Firm prices were requested for all bids. Since two of the bids were for non-firm prices, they were not compliant with the specifications required firm price.

The cable from the low bidder, WESCO of Grand Island, NE for \$188,351.24, meets the specifications and is less than the engineer's estimate of \$205,000.00.

Alternatives

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

1. Move to approve the purchase of 10,800 feet of 750 MCM power cable from the low compliant bidder
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the bid for 10,800 feet of 750 MCM power cable to WESCO of Grand Island, Nebraska in the amount of \$188,351.24.

Sample Motion

Move to approve the purchase of 750 MCM power cable from WESCO of Grand Island, Nebraska in the amount of \$188,351.24.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 21, 2006 at 11:00 a.m.

FOR: 750 MCM Power Cable

DEPARTMENT: Utilities

ESTIMATE: \$205,000.00

FUND/ACCOUNT: E15500

PUBLICATION DATE: August 8, 2006

NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Wesco</u> Grand Island, NE	<u>Kriz-Davis Co.</u> Grand Island, NE
Bid Security:	The Continental Insurance Co.	Travelers Casualty & Surety Co.
Exceptions:	Noted	Noted
Bid Price:	\$188,351.24	\$182,756.00 Pirelli (Not Firm) \$186,051.60 Kerite (Not Firm) \$207,890.30 Pirelli (Firm Price)

cc: Gary Mader, Utilities Director
Gene Pesek, Utility Warehouse Supervisor
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1106

RESOLUTION 2006-245

WHEREAS, the City of Grand Island invited sealed bids for 750 MCM Power Cable for the Utilities Department, Underground Division, according to specifications on file at the Utilities Department; and

WHEREAS, on August 21, 2006, bids were received, opened and reviewed; and

WHEREAS, WESCO of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$188,351.24; and

WHEREAS, such bid is below the estimate for such 750 MCM Power Cable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of WESCO of Grand Island, Nebraska, in the amount of \$188,351.24 for a 750 MCM Power Cable is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G8

#2006-246 - Approving Electric Distribution System Engineering Services - Utilities Department

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: September 12, 2006

Subject: Electric Distribution System Engineering Services

Item #'s: G-8

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

Background

Over the past century electricity has evolved from a convenience to a necessity. Yet, electric distribution systems remain very similar to the original systems; ones not designed to provide the uninterrupted source of high quality electricity now required. Although the Electric Department considers the electric distribution extremely sound, there remains potential for improvement. With the advent of large computer modeling capability, the constantly changing dynamics of an electric system can be optimized for performance and reliability.

For example, customer outage times may be reduced by: constructing short line sections to interconnect feeders; installing faulted circuit indicators to identify failed underground conductors; or automatic sectionalizers to isolate downed rural circuits.

Electrical appurtenances must be properly applied and coordinated to create the desired effect. Fuses and sectionalizers must be coordinated to minimize outage area. Capacitors are widely used to eliminate low voltage problems. However, with changes in feeder circuit loading, they can cause excessive high voltage and deterioration in power quality with resulting customer problems.

Distribution system losses are also a concern. A computerized model of the distribution system would enable better placement of capacitors and sizing of transformers. It is realistic to expect a 1% loss reduction; and most of the reduction would be realized during the peak load periods when energy is the most expensive.

Discussion

A master Plan to guide expansion of the Electric Distribution System does not exist. The electric distribution system has been expanded as driven by the need to serve additional

customers as the City has grown over the decades. Preparation of such a plan requires detailed examination of the distribution feeders. Electric Department staff time is devoted to the normal operation, maintenance and expansion rather than more comprehensive improvements. Additionally, review by qualified outside firms, with a broad knowledge of the utility industry may reveal improvements which otherwise could be overlooked.

Loading on the distribution feeder circuits is time variant. Feeder circuits optimized for a given load condition can create power quality problems as those conditions change. Electric utilities routinely utilize computerized models to study and analyze distribution feeder circuit performance. Implementing and testing such a model is time consuming and requires outside assistance. After completion and testing, the Electric Department would assume responsibility for the continued model updates and expansions.

The Electric Department engineering staff prepared a request for ELECTRIC DISTRIBUTION SYSTEM ENGINEERING SERVICES proposals, publishing the Notification in the *Grand Island Independent* on July 22, 2006. Seven engineering firms were also solicited directly. Proposals were due on August 22; a single proposal from Advantage Engineering was received.

The RFP asked for billing on hourly rates with a “not to exceed” amount. The proposal contained hourly rates with estimated time allotments for each phase of the project with estimated costs. The estimated cost total is \$191,400. The Electric Department staff has reviewed cost estimates and feels the cost estimate for Master Plan and Modeling is realistic.

When system improvements are identified, the intent is to evaluate each potential improvement for cost effectiveness. If deemed cost effective, design and installation would be treated as a separate function. For design and construction management of distribution line improvements, Advantage Engineering proposed a not to exceed a charge of 15% of the construction contract amount. Because of the more complex nature of designing switched capacitor controls and line sectionalizers, and the relatively low cost of these devices, the engineering costs would be 50% of the total project costs.

The Electric Department considers an Electric Distribution System Master Plan, Modeling, and initial implementation very important to continuing improvement of performance of electric service. Advantage Engineering has performed engineering services for the Department in the past including upgrades to the 115 kV transmission system and design of Substations “E” and “F”. The Electric Department staff is well satisfied with their capabilities.

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 enter into an agreement with Advantage Engineering, Inc. for Electric Distribution System Engineering Services, in accordance with the August 2006 proposal.

Sample Motion

Motion to approve the August 2006 Proposal **for Electric Distribution System Engineering Services** to Advantage Engineering, Inc. of Chesterfield, Missouri.



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ELECTRIC DISTRIBUTION SYSTEM ENGINEERING SERVICES**

RFP DUE DATE: August 22, 2006 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: July 22, 2006

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Advantage Engineering, Inc.
Chesterfield, MO

cc: Gary Mader, Utilities Director
Burhl Gilpin, Assit. Utilities Director
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

Bob Smith, Assist. Utilities Director
Pat Gericke, Admin. Assist. Utilities
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

P1099

RESOLUTION 2006-246

WHEREAS, an overall evaluation of the Electric Distribution System has not been conducted in over 30 years; and

WHEREAS, such evaluation can result in improved reliability, power quality, efficiency and customer service; and

WHEREAS, a computerized model of the distribution system would enable detailed evaluation of the electric distribution system under changing dynamic conditions facilitating the most efficient placement of system devices such as capacitors and sizing of transformers; and

WHEREAS, review by qualified outside firms with a broad knowledge of the utility industry may reveal improvements which otherwise could be overlooked; and

WHEREAS, the City of Grand Island invited proposals for Electric Distribution System Engineering Services in accordance with a Request for Proposal on file with the Utilities Department; and

WHEREAS, Advantage Engineering, Inc., of Chesterfield, Missouri, 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 an amount estimated at \$191,400.00.; and

WHEREAS, the Electric Department staff has reviewed cost estimates and feels the cost estimate of Advantage Engineering, Inc., is realistic.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Advantage Engineering, Inc., of Chesterfield, Missouri, for Electric Distribution System Engineering Services for an amount estimated to be \$191,400.00 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, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 8, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G9

**#2006-247 - Approving Contract for Engineering Services for
Mercury Emissions Monitoring - Utilities Department**

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

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

Meeting: September 12, 2006

Subject: Mercury Emissions Monitor Engineering Services

Item #'s: G-9

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

Background

The Platte Generating Station is required by federal mandate of the Clean Air Mercury Rule (CAMR) to have a mercury emissions monitor in service by January 1, 2009. The plant staff plans to have the monitor installed during the first quarter of 2008 in order to ensure reliable operation for the 2009 deadline.

Discussion

A Request for Proposal for engineering services to procure and install a mercury monitor was publicly advertised and proposals from the following firms were received.

Black & Veatch, Kansas City
Sargent & Lundy, Chicago

Using a matrix of the Department's established evaluation criteria, which included fees, company and personnel experience, contract forms, and proposal responsiveness, these proposals were independently reviewed by three engineers of our plant management staff. A tabulation of the evaluation factors indicated a consensus for Black & Veatch.

Alternatives

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

1. Move to approve the Contract for Mercury Emissions Monitoring Engineering Services

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 Proposal to Mercury Emissions Monitoring Engineering Services to Black & Veatch of Kansas City, MO, as the low responsive bidder, with a proposal price of \$64,500.00

Sample Motion

Motion to approve the proposal of \$64,500.00 from Black & Veatch of Kansas City, MO, for the Mercury Emissions Monitoring Engineering Services as submitted.



Dale M. Shotkoski, Assistant City Attorney

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**REQUEST FOR PROPOSAL
FOR
MERCURY EMISSIONS MONITORING ENGINEERING SERVICES**

RFP DUE DATE: August 29, 2006 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: August 14, 2006

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Sargent & Lundy
Chicago, IL

Black & Veatch
Overland Park, KS

cc: Gary Mader, Utilities Director
Pat Gericke, Utilities Admin. Assist.
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Bob Smith, Assist. Utilities Director
Karen Nagel, Utilities Secretary
Dale Shotkoski, Purchasing Agent

P1108

RESOLUTION 2006-247

WHEREAS, the City of Grand Island invited proposals for Mercury Emissions Monitor Engineering Services in accordance with a Request for Proposal on file with the Utilities Department; and

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

WHEREAS, Black & Veatch of Kansas City, Missouri, 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 an amount not to exceed \$64,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Black & Veatch of Kansas City, Missouri, for Mercury Emissions Monitor Engineering Services for an amount not to exceed \$64,500.00 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, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G10

#2006-248 - Approving Bid Award for Sidewalk District No. 1, 2006

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 12, 2006

Subject: Approving Bid Award for Sidewalk District No. 1, 2006

Item #'s: G-10

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

Background

The City Council created Sidewalk District No. 1, 2006 on July 25, 2006. On August 9, 2006 the Engineering Division of the Public Works Department advertised for bids for the Sidewalk District.

Discussion

Two (2) bids were received on August 24, 2006. The bids were submitted in compliance with the contracts, plans, and specifications with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Bid Price</i>
The Diamond Engineering Co. Grand Island, NE	None	Universal Surety Company	\$10,029.96
Galvan Construction, Inc. Grand Island, NE	None	AMCO Insurance Company	\$6,212.25

There are sufficient funds in Account No. 40033535-90072 to fund this contract. All costs plus 10 percent engineering and contract administration will be assessed to the benefiting property owners.

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 Galvan Construction, Inc. for Sidewalk District No. 1, 2006 in the amount of \$6,212.25.
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 Galvan Construction, Inc. of Grand Island, NE in the amount of \$6,212.25.

Sample Motion

Motion to approve the award of the contract for Sidewalk District No. 1, 2006.

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: August 24, 2006 at 11:00 a.m.

FOR: Sidewalk District No. 1, 2006

DEPARTMENT: Public Works

ESTIMATE: \$6,777.00

FUND/ACCOUNT: 40033535-90072

PUBLICATION DATE: August 9, 2006

NO. POTENTIAL BIDDERS: 5

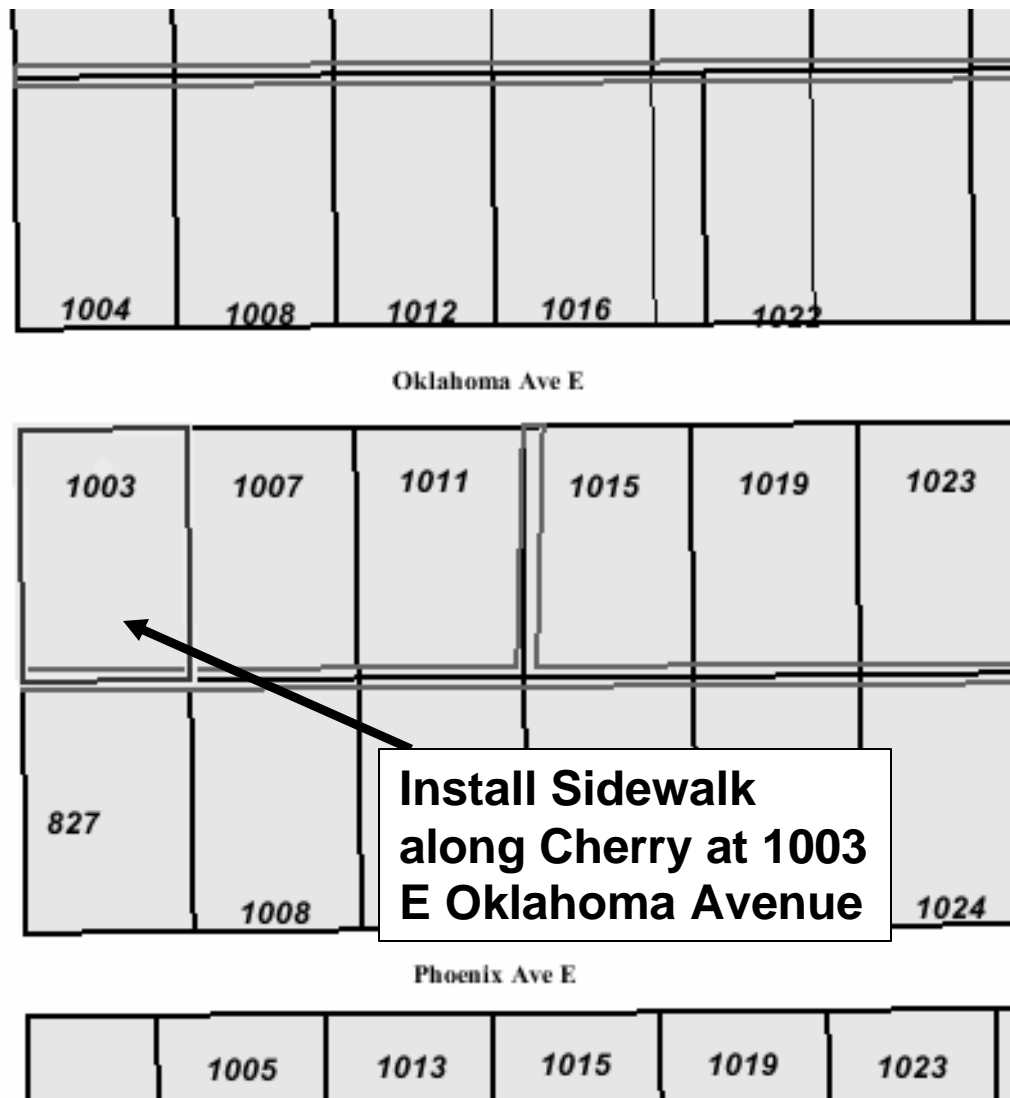
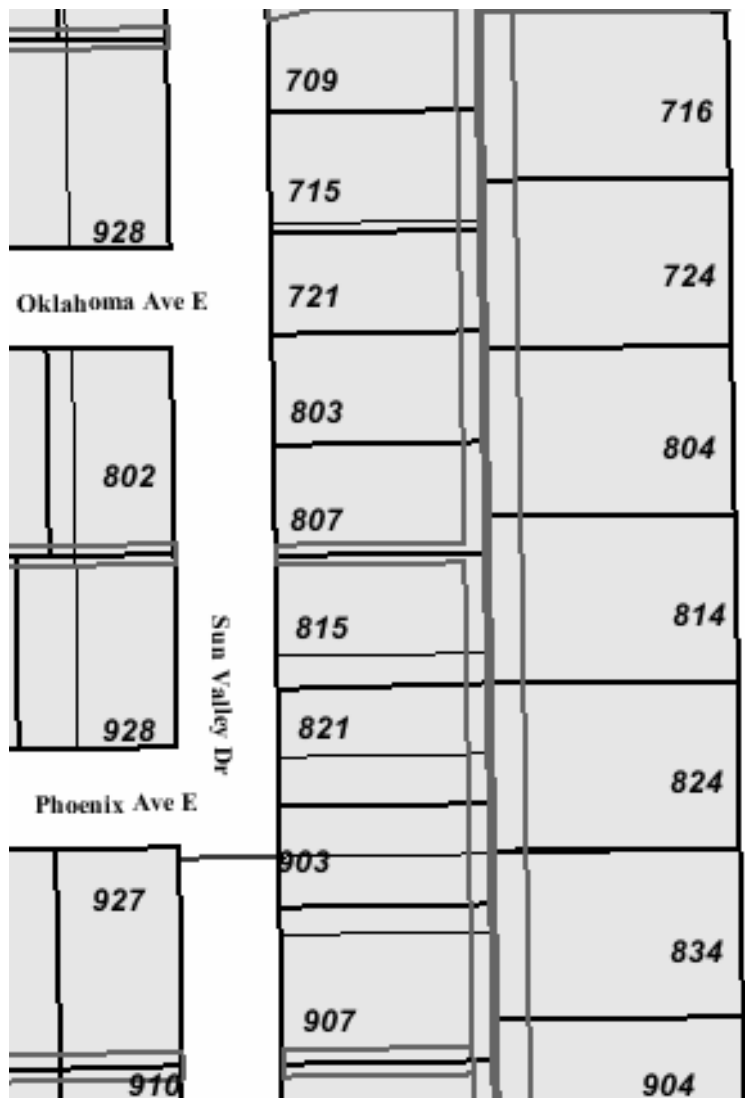
SUMMARY

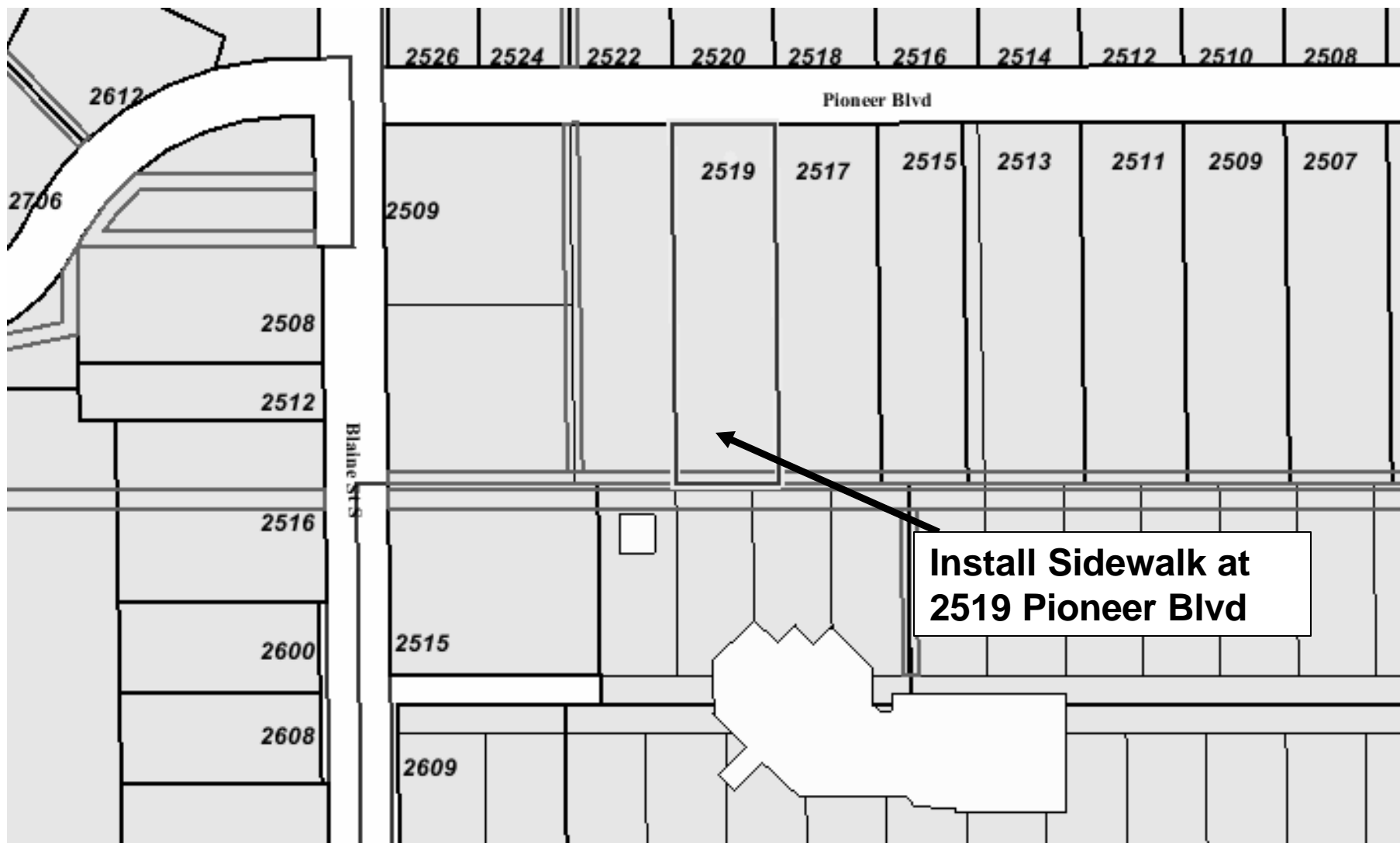
Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>Galvan Construction, Inc.</u> Grand Island, NE
Bid Security:	Universal Surety Company	AMCO Insurance Company
Exceptions:	None	None
Bid Price:	\$10,029.96	\$6,212.25

cc: Steve Riehle, Public Works Director
Tom Carlson, Senior Eng. Tech.
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

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

P1107





RESOLUTION 2006-248

WHEREAS, the City of Grand Island invited sealed bids for Sidewalk District No. 1, 2006, according to plans and specifications on file with the City Engineer; and

WHEREAS, on August 24, 2006, bids were received, opened and reviewed; and

WHEREAS, Galvan Construction, Inc. 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 \$6,212.25; and

WHEREAS, Galvan Construction, 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 Galvan Construction, Inc. of Grand Island, Nebraska, in the amount of \$6,212.25 for Sidewalk District No. 1, 2006 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G11

**#2006-249 - Approving Nebraska Children & Families Foundation
Prevention Grant**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development Specialist

Meeting: September 12, 2006

Subject: Nebraska Children & Families Foundation Prevention Grant

Item #'s: G-11

Presenter(s): Joni Kuzma, Community Development Specialist

Background

The *Coalition for Children* was formed in September 2004 by a group of four human service professionals who shared a concern about the large number of youth in the foster care and social service systems in Hall County. The intent was to build community partnerships to facilitate outreach to parents, guardians or caregivers of children in the pre-natal stage up to five years of age. Through this collaboration, the Coalition chose to begin creating a community climate where children are valued and deserve to be safe and healthy. This group grew to six members who have met for more than a year to create a plan that would improve the service prevention system to children and families.

In September 2005, a Community Based Planning Assessment Process was made available to Grand Island as a result of collaboration between the Nebraska Department of Health and Human Services, Nebraska Children and Families Foundation, the Nebraska Crime Commission and the Juvenile Justice Institute. This collaboration gave Grand Island service providers an opportunity to participate in a Service Array Assessment of Prevention and Early Intervention Services for children, youth and families. About 50 people, from 20-25 organizations, attended one to two full days of planning meetings. From this planning process, a Hall County systems assessment, three-year work plan and logic model was created.

As a result of this planning process and the existing affiliation between the Community Youth Council and the Nebraska Children and Families Foundation, the Foundation has awarded a grant to the City to fund this Leadership Development & Child Abuse Prevention project.

Discussion

The Nebraska Children and Families Foundation (NCFF) awarded a grant (\$20,189.40) to the City of Grand Island to support the activities of the Coalition for Children to implement a community plan and coordinate Leadership Team and community abuse prevention training. The grant time frame is 7/01/06 - 06/30/07. NCFF will provide additional technical assistance at no cost to the Coalition. The City will serve as fiscal agent.

Alternatives

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

1. Move to accept the grant award from the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents
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 accept a grant award from the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents

Sample Motion

Motion to accept a grant award from the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents



Nebraska Children

AND FAMILIES FOUNDATION

August 15, 2006

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

Dear Joni:

Enclosed please find two original Letters of Agreement between the Nebraska Children and Families Foundation and the City of Grand Island for the period of 07/01/06-06/30/07. Please review the Letter of Agreement for compliance regulations. After careful review, please sign each Letter of Agreement, retain one original for your files and return the second original to the Foundation office at 215 Centennial Mall South, Suite 200, Lincoln, NE 68508. The first and second quarter of your award (\$10,094.70) will be remitted via ACH (Automated Clearing House) Direct Deposit upon receipt of a signed original Letter of Agreement and upon the confirmation that the following banking account information is still correct for making this ACH deposit.

1. *Federal ID Number:* 47-6006205
2. *Payee Name:* City of Grand Island
3. *Bank ID number:* 104000058
4. **Account Number ending in:* 0175
5. *Type of Account:* Checking account.

Please email this confirmation of banking information to Stacy at sumbenhower@nebraskachildren.org or simply send a fax confirmation to us at 402-476-9486.

If you have any questions regarding any of the other enclosed information please contact me by phone at (402) 476-9401 or by email at mjpankoke@nebraskachildren.org or you may also contact Stacy Umbenhower by phone at (402) 476-8906 or by email at sumbenhower@nebraskachildren.org.

Sincerely,

Mary Jo Pankoke, Executive Director
Nebraska Children and Families Foundation

Enclosures:
Two (2) Original Letters of Agreement

LETTER OF AGREEMENT

Between the

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

And

CITY OF GRAND ISLAND

This Agreement is entered into by and between the Nebraska Children and Families Foundation (hereinafter the "Foundation") and City of Grand Island (hereinafter the "Contractor"). The Foundation hereby awards a grant to the Contractor in Hall County in Nebraska for the purpose of implementing family preservation and support services.

1. Term of Agreement. This Agreement shall be in effect from **July 1, 2006 through June 30, 2007**, unless otherwise terminated as provided hereinbelow.
2. Scope of Services by Contractor.
SERVICES TO BE PROVIDED: The Proposal, submitted to the Foundation by Joni Kuzma and David Springer on May 3, 2006, becomes part of this agreement.
3. Consideration. Based on the approved budget, the Foundation agrees to pay the Contractor a maximum of \$20,189.40 in which payments will be made as follows:
 - **\$5,047.35** upon submission of requested banking information
 - **\$5,047.35** upon the Foundation's receipt of this fully executed original Letter of Agreement
 - **\$5,047.35** on approximately January 1, 2007
 - **\$5,047.35** upon receipt and approval of a six-month progress report demonstrating satisfactory progress in meeting the goals and objectives outlined in the Proposal and a six-month Budget Expenditure Report with Detail.

Our understanding is that these funds will be spent according to the approved budget. Any changes in this approved budget that exceed 15% of any line item, as well as any changes in key personnel, must be submitted in writing and approved in advance by the Foundation. Contractor is responsible for any and all costs associated with the production and delivery of reports and other administrative costs. No other charges may be submitted under the terms of this Agreement without prior approval and agreement of the Foundation.

4. Required Reports. The Contractor agrees to submit Progress and Budget Expenditure Reports to the Foundation according to the following schedule:

<u>Report Name</u>	<u>Due On or Before</u>	<u>Covering the Period of</u>
Six-Month Progress Reports	January 31, 2007	July 1, 2006 – December 31, 2006
Six-Month Budget Expenditure Report	January 31, 2007	July 1, 2006 – December 31, 2006
Twelve Month Progress Reports	July 31, 2007	January 1, 2007 – June 30, 2007
Twelve Month Budget Expenditure Report	July 31, 2007	January 1, 2007 – June 30, 2007

The Contractor agrees to consult with the Foundation in order to submit appropriate evaluation reports as part of the six-month and twelve-month reports. The Contractor will consult with Barb

Jackson, Evaluator, to identify whether results mapping tools will be utilized to answer local evaluation questions.

One (1) original copy of the Progress Report and Budget Expenditure Report should be submitted to the Foundation office at 215 Centennial Mall South, Suite 200; Lincoln, NE 68508. Local evaluation data, if applicable, will be submitted to Barb Jackson, Ph. D. at the University of Nebraska Medical Center; Munroe-Meyer Institute; 985450 Nebraska Medical Center; Omaha, NE 68198-5450.

5. Foundation Obligations. The Foundation shall provide technical assistance and consultation, upon request, and as agreed upon by the Foundation and the Contractor. The Foundation in connection with the grant will provide ongoing technical assistance and training.
6. Grant Funds. All grant funds must be used only for the purposes described in this Agreement and substantially in accordance with the approved budget. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. Any funds not expended for the purposes of the grant during the grant term must be immediately returned to the Foundation. A request for a no cost time extension may be submitted to and must be approved by the Foundation prior to the end of the initial grant term.
7. Grant Reporting. If any report is not received in a timely manner, the Foundation may withhold further grant payments until the report is received, and may terminate the grant if the report is not received within thirty (30) days following the date on which it is due.
8. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the Foundation under this Agreement and to allow free access at reasonable times by duly authorized representatives of the Foundation to such records for the purposes of making audits, examinations, excerpts, transcripts, and verifications or program evaluations as the Foundation deems necessary concerning the grant. Such access to records by the Foundation shall continue beyond the termination date of this Agreement for a period of three (3) years.
9. Foundation Acknowledgement. The Foundation requires all funded programs under contract to acknowledge and recognize the Nebraska Children and Families Foundation as a funding source. The Foundation requires and authorizes programs to use the Nebraska Children and Families Foundation logo on all printed materials including, but not limited to, letterhead, brochures, newsletters, etc. In addition, the Nebraska Children and Families Foundation must be acknowledged as a funding source in press releases, newspaper articles and in other applicable media sources. The Foundation will provide their logo in camera-ready format for immediate use on printed material. Failure to comply with this policy may hinder future funding by the Foundation. Proof of compliance may be required at any time.
10. Incorporation. All references in this Agreement to laws, rules, regulations, guidelines, and directives to be followed by either party in performing the obligations of this Agreement shall be deemed incorporated by reference, and made a part of this Agreement as though fully set forth. It shall also be stated that the Contractor qualifies as a charitable organization under Section 501 (c) 3 of the Internal Revenue Code or as a nonprofit organization whose mission and work is of a charitable nature or as a government sub-division.
11. Confidentiality. The Contractor agrees that any and all information obtained from the Foundation or from other parties in regard to a parent or youth shall be held in the strictest confidence and shall be released to no one other than the Foundation, without the prior written authorization of the Foundation or by written court order or valid statutory authorization, provided, that contrary contract

provisions set forth hereinabove shall be deemed to authorize specific exceptions to this general confidentiality provision. Any requests for information, regarding the parent or youth or the youth's family, submitted to the Contractor shall be referred or forwarded to the Foundation.

12. Non-Discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provision in all sub-contracts for services allowed under this Agreement under any program or activity.
13. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the Foundation.
14. Sub-Contractors. The Contractor agrees that no sub-contractors shall be utilized in the performance of this Agreement without the prior written authorization of the Foundation.
15. Amendment. This Agreement may be amended at any time in writing upon the agreement of both parties.
16. Cancellation. Either party hereto may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Foundation philosophy, the Agreement can be canceled immediately upon written notice. In the event of termination for cause, the Foundation may seek to recapture all or a portion of funds expended, in conformance with the legal rights and liabilities of the parties. Payment for services provided to the date of the termination will be based on the rates specified in Paragraph 3.
17. Breach of Contract. Should the Contractor be determined to be in breach of this Agreement, the Foundation, at its discretion, may upon written notice to the Contractor terminate the Agreement immediate or specify a process with necessary actions and time frames for the Contractor to be in compliance with the Agreement. The Foundation shall pay the Contractor only for such care or service as has been properly provided. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
18. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, the Foundation cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the Foundation may terminate the Agreement or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The Foundation shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction,

whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Foundation.

19. Copyright. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The Foundation and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
20. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, and any employee or other person acting on behalf of the Contractor in performance of this Agreement, shall be deemed to be an independent Contractor(s) during the entire term of the Agreement or any renewal or amendments thereof. Contractor shall not receive any additional compensation in the form of wages or benefits for services rendered pursuant to and which are not specifically set forth in this Agreement.
21. Hold Harmless. The Contractor agrees to hold the Foundation, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Contractor, its officers, employees, or agents in the performance of this Agreement, including all associated costs of defending such claims. All Claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers, its agents, shall in no way be the responsibility of the Nebraska Children and Families Foundation. The Contractor will hold Nebraska Children and Families Foundation harmless from any and all such claims, including all associated costs of defending such claims.
22. Workers Compensation. The Contractor agrees to maintain for the term of this agreement, workers compensation coverage as required by the State in which the Contractor maintains the home office. The Contractor must provide to the Foundation within thirty (30) days of execution of this agreement a certificate of insurance for the above insurance. Notice of cancellation of these insurance policies must be submitted to the Foundation when issued and a new coverage binder shall be submitted immediately to insure no break in coverage. If the Contractor subcontracts for certain aspects of the work involved in this Agreement, it shall ensure that the subcontractor has obtained workers compensation insurance and have proof of such insurance on file.
23. Overpayments. Should the Foundation overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Foundation within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Foundation and that the Foundation retains the right to recover any and all amounts overpaid. The Foundation reserves the right to offset overpaid amounts by withholding or reducing future payments.
24. Drug Free Workplace. The Contractor assures the Foundation that they have and maintain a Drug-Free Workplace Policy and that it will provide the Foundation with a copy of the policy upon request by the Foundation.
25. Lobbying. (1) If the Contractor receives federal funds through the Foundation, for full or partial payment under this Agreement, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or (a) the awarding of any Federal contract; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE FOUNDATION:

Mary Jo Parkoke 8/15/06
Mary Jo Parkoke, Executive Director Date
Nebraska Children and Families Foundation

FOR THE CONTRACTOR:

Jay Vavricek, Mayor Date
City of Grand Island

ATTEST:

RaNae Edwards Date
City Clerk

RESOLUTION 2006-249

WHEREAS, in September, 2005, a Community Based Planning Assessment Process was made available to the City of Grand Island as a result of collaboration between the Nebraska Department of Health and Human Services, Nebraska Children and Families Foundation, the Nebraska Crime Commission and the Juvenile Justice Institute; and

WHEREAS, the City of Grand Island participated in a Service Array Assessment of Prevention and Early Intervention Services; and

WHEREAS, the Nebraska Children and Families Foundation has awarded a grant to the City of Grand Island to fund a part-time coordinator for 20 hours per week (\$20,189.40) grant to implement the community plan and coordinate Leadership Team and community abuse prevention training; and

WHEREAS, a Letter of Agreement between the Nebraska Children and Families Foundation and the City of Grand Island for the Leadership Development & Child Abuse Prevention project is required to set out the responsibilities of each party with respect to the use of funding for the implementation of such program; and

WHEREAS, the City Attorney's office has reviewed and approved such agreement.

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

1. The Letter of Agreement between the Nebraska Children and Families Foundation and the City of Grand Island for the use of grant funds in the maximum amount of \$20,189.40 to finance programs of family preservation and support services as outlined in the agreement is hereby approved.
2. 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, September 12, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G12

#2006-250 - Approving Change Order No. 2 with Tri Valley Builders, Inc. for Construction of Fire Station No. 1

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: September 12, 2006
Subject: Fire Station Change Order No. 2
Item #'s: G-12
Presenter(s): Chief Rowell, Fire Chief

Background

The fire station project is moving along very well. Following the initial council action to approve the project, including alternates, a change order was approved to change some materials used. This action resulted in a \$123,000 reduction in the project cost.

Discussion

The Architect is now presenting the need for another change order. The items in this change order will result in a cost increase of \$55,489. This change order increase is less than half of the amount saved in the first change order and the total remains less than the amount originally authorized by council. The changes are not additions to the project but are required due to codes or necessitated by construction processes. The changes include eight items and some details are provided here to better describe each change.

Item 1 - Sanitary sewer connection. This change is necessary because the planned connection was to a large line with high flow capacity. The greater flow in it would create backflow problems in the fire station. The new connection location will correct the problem but it is farther away and requires more pipe. The pipe size was reduced from 8" to 6" to reduce cost of this item.

Item 2 - Change water main from 4" to a 6" diameter to allow greater flow of water. This change was necessary to supply the volume required for fire hydrants and the fire sprinkler systems.

Item 3 - Installing the water main under the box culvert which is under Fonner Park Road. This box culvert forces the water main to be dug deeper to get under the culvert. There is not enough space to go over it and still be deep enough to protect the water main.

Item 4 - Required exit enhancements per code. Adding smoke seals and door closers as required by building and fire codes for the type occupancy the fire station is considered in the current codes. This also includes relocation of two doors, addition of one fire door and egress panic hardware.

Item 5 - Change in size of two of the doors and door frames. This change provides larger doors so that equipment and larger items can be taken into the station.

Item 6 - Addition of sidewalks along Fonner Park Road on the north side of the property. This was not in the original plans, however sidewalks are required on new construction by the city public sidewalk policy. They are added here so they can be scheduled into the construction plan and coordinated with the other work.

Item 7 - Moving the electrical service south of the originally planned location. This will separate the power supply for the fire station from the supply to the water park.

Item 8 - Dewatering of the site for the installation of the water main listed as Item 3. This cost is listed separately so that it may be omitted if the dewatering is not needed. The need for dewatering is dependent on the water level which will be determined as we begin the water main installation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve change order number 2.

Sample Motion

Motion to approve change order number 2 for fire station construction project.

**AIA®****Document G701™ – 2001****Change Order**

PROJECT (Name and address):	CHANGE ORDER NUMBER: 002	OWNER: <input checked="" type="checkbox"/>
GRAND ISLAND FIRE STATION #1	DATE: September 8, 2006	ARCHITECT: <input checked="" type="checkbox"/>
GRAND ISLAND, NEBRASKA		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 05140	FIELD: <input type="checkbox"/>
TRI VALLEY BUILDERS, INC.	CONTRACT DATE: April 04, 2006	OTHER: <input type="checkbox"/>
PO BOX 2341	CONTRACT FOR:	
GRAND ISLAND, NE 68802-2341		

THE CONTRACT IS CHANGED AS FOLLOWS:*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Item 1: Relocate sewer and change 8" main to 6" main per Mechanical Engineer.	ADD \$ 3,663.00
Item 2: Change on-site water main to 6" in lieu of 4" - no dewatering included.	ADD \$ 4,213.00
Item 3: Install water main under box culvert in street - no dewatering included.	ADD \$22,211.00
Item 4: Required exit enhancements per code.	ADD \$ 9,236.00
Item 5: Change doors and frames 134A and 135A to 3'-8".	ADD \$ 205.00
Item 6: Add sidewalks.	ADD \$ 9,193.00
Item 7: Move primary electrical service south one utility pole from the specified utility pole.	ADD \$ 757.00
Item 8: Cost to dewater for water main installation.	ADD \$ 6,011.00

TOTAL ADD THIS CHANGE ORDER	\$55,489.00
------------------------------------	--------------------

The original Contract Sum was	\$ 2,195,000.00
The net change by previously authorized Change Orders	\$ 136,879.00
The Contract Sum prior to this Change Order was	\$ 2,331,879.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 55,489.00
The new Contract Sum including this Change Order will be	\$ 2,387,368.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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.

CANNON MOSS BRYGGER & ASSOC.
ARCHITECT (Firm name)

2535 CARLETON AVENUE, SUITE A
GRAND ISLAND, NE 68803

ADDRESS



BY (Signature)

JAMES R. BRISNEHAN
(Typed name)

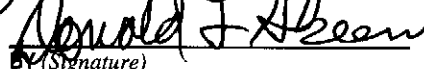
9-8-06

DATE

TRI VALLEY BUILDERS, INC.
CONTRACTOR (Firm name)

PO BOX 2341
GRAND ISLAND, NE 68802-2341

ADDRESS



BY (Signature)

DONALD L. SKEEN
(Typed name)

9-8-06

DATE

CITY OF GRAND ISLAND
OWNER (Firm name)

P.O. BOX 1968
GRAND ISLAND, NE 68802-1968

ADDRESS



BY (Signature)

JAY VAVRICEK
(Typed name)

DATE

R E S O L U T I O N 2006-250

WHEREAS, on April 11, 2006, by Resolution 2006-123, the City Council of the City of Grand Island awarded Tri Valley Builders, Inc. of Grand Island, Nebraska, the bid for the construction of Fire Station No. 1 at a base bid of \$2,195,000 plus four alternates resulting in a total bid cost of \$2,455,500; and

WHEREAS, on May 23, 2006, by Resolution 2006-170, the City of Grand Island approved Change Order #1 for such project resulting in a total bid cost of \$2,331,879.00; and

WHEREAS, it is recommended that modifications to the work to be done by Tri Valley Builders, Inc. are necessary; and

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

WHEREAS, the result of such modification will increase the contract amount by \$55,489.00 for a revised contract price of \$2,387,368.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and Tri Valley Builders, Inc. of Grand Island, Nebraska to provide the modifications set out as follows:

Sanitary Sewer Connection.....	\$ 3,663.00
Change Water Main from 4" to 6" Diameter.....	4,213.00
Install Water Main under Box Culvert under Fonner Park Road.....	22,211.00
Add Required Exit Enhancements Per City Code	9,236.00
Change in Size of Two Doors and Door Frames.....	205.00
Addition of Sidewalks along Fonner Park Road.....	9,193.00
Move One Utility Pole South of Planned Location.....	757.00
Dewater Site for Installation of Water Main.....	6,011.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G13

**#2006-251 - Approving Renewal of South Central Area Law
Enforcement Services (SCALES) Interlocal Agreement**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 12, 2006

Subject: Approving Renewal of the South Central Area Law Enforcement Services (SCALES) Interlocal Agreement

Item #'s: G-13

Presenter(s): Steven Lamken, Police Chief

Background

The South Central Area Law Enforcement Services Interlocal Compact provides for eight law enforcement agencies to be able to pool resources when needed to meet special challenges. The Grand Island Police Department is a member of SCALES and has found the agreement to be an excellent tool to enhance our operational and investigation ability. The "SCALES" Interlocal Agreement is due for renewal. The renewal will be for five years.

Discussion

SCALES was formed by the Adams, Buffalo, Hall, and Dawson County Sheriff's Offices, The Hastings, Kearney, and Grand Island Police Departments and the Nebraska State Patrol to provide agencies a pool of resources to enhance the ability to conduct investigations and/or perform special operations. Since its creation, SCALES through the interlocal compact has proven to be very successful and cost effective. The Grand Island Police Department has benefited from the combined purchase of investigative and diagnostic equipment that would not have been a justifiable purchase by a single agency. The Grand Island Police have aided other agencies in critical investigations such as officer involved shootings and homicides and has been the recipient of aid during similar investigations in our 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 renewal of the South Central Area Law Enforcement Services Interlocal Agreement.

Sample Motion

Motion to approve the South Central Area Law Enforcement Services Interlocal Agreement.

**INTERLOCAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT
SERVICES
BY AND AMONG
THE COUNTIES OF ADAMS, BUFFALO, DAWSON AND HALL, THE CITIES OF
GRAND ISLAND, HASTINGS, AND KEARNEY**

THIS AGREEMENT is made and entered into this 1st day of August 2006, by and between the Counties of Adams, Buffalo, Dawson, and Hall and the Cities of Grand Island, Hastings, and Kearney, all being a bodies politic and corporate and political subdivisions of the state of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party." WITNESSETH:

WHEREAS, the Parties desire to form an alliance among law enforcement agencies of the Parties known as **SCALES** (*South Central Area Law Enforcement Services*) to: promote cooperation among such agencies to combat crime in the most effective manner possible; provide for joint acquisition of equipment and materials; and allow for cooperative sharing and utilization of investigative resources; and

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

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

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

WHEREAS, Neb. Rev. Stat. §29-215 authorizes municipalities and counties to enter into contracts with any other municipality or county for law enforcement services or joint law enforcement services."

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

- 1) **Term.** This agreement shall have a term of five (5) years commencing August 1, 2006. Said agreement shall automatically renew for no more than five successive terms of one year each unless written notice of the non-renewal is provided by the non-renewing party to the other parties not less than 60 days prior to the expiration of the then current term.
- 2) **Termination.** This agreement may be terminated at any time, with or without cause,

upon the mutual consent of a majority of the member Parties.

- 3) **Withdrawal.** Any Party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than sixty (60) days prior to the effective date of the withdrawal.
- 4) **Governance.** The activities of the cooperative undertaking shall be governed by a board comprised of the Sheriff or Chief of Police from each of the Parties, hereinafter referred to as the "Board." The Board shall meet not less than two times each calendar year. The Board shall select as officers a chairperson and a secretary who shall serve terms of one year. A quorum of not less than a majority of the Board shall be required to take action. All questions before the Board shall be determined by majority vote of the members present. The Board may adopt such by-laws and rules of procedure as deemed appropriate by the Board.
- 5) **Cooperative Powers and Authority.** Each Party's Chief of Police or Sheriff may supply manpower and other resources, when available, upon the request of a Party to assist with any law enforcement activities including, but not limited to:
 - a) the investigation or prevention of any crime;
 - b) the service and execution of any search warrant, and
 - c) making of any arrest.
- 6) **Law Enforcement Powers.** Any sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer employed by any Party shall have the power and authority to enforce the laws of the State of Nebraska and to perform the functions of his or her office anywhere within the geographic territory of any Party when acting or participating in a cooperative investigation or cooperative law enforcement activity at the request of any Party's Sheriff or Chief of Police or an authorized designee of any such Sheriff or Chief of Police.
- 7) **Claims and Indemnity.** At all times while acting or participating in a cooperative investigation or cooperative law enforcement activity, any such participating sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer shall remain the employee of the Party supplying such officer. Each Party shall provide liability insurance and indemnification for its own personnel as provided in Neb.Rev.Stat. §13-1802.
- 8) **Modification.** This Agreement may be modified by written agreement of the Parties.
- 9) **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the Board as provided in section 4, above.
- 10) **Property.** Any property acquired or made available by any party to this agreement

for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of such party as provided by law, regulation, or ordinance governing the same.

- a) Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly held property.
- b) Any property to be purchased and jointly held by the Parties shall be purchased pursuant to the purchasing rules or statutes applicable to the Party making the purchase on behalf of the Parties.
- c) Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property.
- d) An inventory of all property jointly held and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months shall be provided to the City or County Clerk of each Party on or prior to April 1 of each year.

11) Finances. This agreement shall be financed by funds available to the parties hereto.

12) Provision of Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

13) Additional Agreements.

- a) The provisions of this agreement shall not be construed to impose an obligation on any Party to this agreement to respond to a request for assistance. At any time assistance is requested, the Party so requested may, for any reason, deem it advisable not to respond and may so inform the requesting party.
- b) This agreement shall become effective for each party when that party by ordinance, motion or resolution adopts and approves this agreement and authorizes the proper official to execute this agreement.
- c) Additional cities or counties may become parties to this agreement upon acceptance and execution of this agreement, and upon approval by the governing bodies of the Parties already a party to this agreement.

Executed this ____ day of _____,
2006.

City of Grand Island, Nebraska

by: _____
Mayor

[attest]

City Clerk

Approved as to form:

City Attorney

Executed this ____ day of _____,
2006.

City of Hastings

by: _____
Mayor

[attest]

City Clerk

Approved as to form:

City Attorney

Executed this ____ day of _____,
2006.

County of Adams

by: _____
Chairperson
County Board of Supervisors

[attest]

County Clerk

Approved as to form:

County Attorney

Executed this ____ day of _____,
2006.

County of Buffalo

by: _____
Chairman
County Board of Supervisors

[attest]

County Clerk

Approved as to form:

County Attorney

Executed this ____ day of _____,
2006.

City of Kearney

by: _____
Mayor

[attest]

City Clerk

Approved as to form:

City Attorney

Executed this 22nd day of August,
2006.

County of Hall

by: James M. Eriksen
Chairman
County Board of Supervisors

[attest]

Maria Kinley
County Clerk

Approved as to form:

[Signature]
County Attorney

Executed this ____ day of _____,
2006.

County of Dawson

by: _____
Chairman
County Board of Supervisors

[attest]

County Clerk

Approved as to form:

County Attorney

RESOLUTION 2006-251

WHEREAS, on September 25, 2001, by Resolution 2001-260, the City of Grand Island approved an Interlocal Agreement for Cooperative Law Enforcement Services by and among the Counties of Adams, Buffalo and Hall, and the Cities of Grand Island, Hastings and Kearney, under the umbrella of the South Central Area Law Enforcement Services (SCALES), to combat crime in the most effective manner possible, to provide for joint acquisition of equipment and materials, and to allow for cooperative sharing and utilization of investigation resources; and

WHEREAS, Dawson County became a party to the agreement in 2003; and

WHEREAS, due to the success of such cooperative efforts, it is recommended that such agreement be renewed for an additional five years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a five-year renewal to the Interlocal Agreement for Cooperative Law Enforcement Services by and among the Counties of Adams, Buffalo, Hall and Dawson, and the Cities of Grand Island, Hastings and Kearney, under the umbrella of the South Central Area Law Enforcement Services (SCALES), to combat crime in the most effective manner possible, to provide for joint acquisition of equipment and materials, and to allow for cooperative sharing and utilization of investigation resources is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G14

#2006-252 - Approving Contract for Employee Assistance Program

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 12, 2006

Subject: Employee Assistance Program (EAP) Contract

Item #'s: G-14

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island has provided its employees with an Employee Assistance Program (EAP) benefit for the past nine years. This benefit is designed to provide employees with mental health or substance abuse counseling by qualified mental health professionals. In addition to the services provided to assist employees with matters of a personal nature, the City has also benefited from management training and in-house employee training on various issues such as sexual harassment, parenting, budgeting, etc. The City currently has a contract with Family Resources of Greater Nebraska that will expire with this fiscal year.

Discussion

The City advertised a request for proposals with a closing date of August 9, 2006. The City received proposals from several qualified vendors. Administration is recommending the City enter into a three year contract with Family Resources of Greater Nebraska to continue to provide EAP services for the City of Grand Island and its employees. The proposed cost for this service is \$14,475.00 per year for the next three years for a total of \$43,425.00. This amount will be less than the City is currently paying and will represent a savings of 13.5% over the current contract price.

The City and its employees have enjoyed a professional relationship with Family Resources over the past few years. The proposal submitted by Family Resources provided the best overall package to meet the needs of both the City and its employees. The contract is on file in the City Clerk's office for review.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract with Family Resources of Greater Nebraska to Provide an Employee Assistance Program to the City of Grand Island.

Sample Motion

Motion to approve the contract with Family Resources of Greater Nebraska, Grand Island, Nebraska to provide EAP services to the City of Grand Island.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
EMPLOYEE ASSISTANCE PROGRAM**

RFP DUE DATE: August 9, 2006 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: July 19, 2006

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

Anne Buettner, M.A.
Grand Island, NE

Family Resources of Greater Nebraska, PC
Grand Island, NE

The InSight Program, P.C.
Lincoln, NE

Employee Assistance Program
Omaha, NE

CBS Insurance Associates, Inc.
Grand Island, NE

cc: Brenda Sutherland, Human Resources Director
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

Terri Svoboda, HR Specialist
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

P1100

RESOLUTION 2006-252

WHEREAS, the City of Grand Island invited proposals for an Employee Assistance Program, according to plans and Request for Proposals on file with the Human Resources Department; and

WHEREAS, proposals were due on August 9, 2006; and

WHEREAS, Family Resources of Grand Island of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all other statutory requirements contained therein at an annual cost of \$14,475.00 for the next three years, for a total of \$43,425.00; and

WHEREAS, a proposed three-year agreement with Family Resources of Grand Island for such services 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 proposal of Family Resources of Grand Island of Grand Island, Nebraska, for an Employee Assistance Program at an annual cost of \$14,475.00 for the next three years, for a total of \$43,425.00 is hereby approved.

BE IT FURTHER RESOLVED, that a three-year agreement between the City and such contractor be entered into for such project; 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, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G15

**#2006-253 - Approving Change Order No. 2 with Hooker Brothers
Construction for Site Preparation and Lake Excavation at the
Heartland Public Shooting Park**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: September 12, 2006

Subject: Change Order #2 with Hooker Brothers Construction for Site Preparation and Lake Excavation at the Heartland Public Shooting Park.

Item #'s: G-15

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

Background

A contract was entered into with Hooker Brothers Construction on October 26, 2004 to provide land excavation and lake construction at the Heartland Public Shooting Park (HPSP).

Discussion

It was determined during the construction process that a second inlet for storm water run-off should be added to the lake. Change Order No. 2 allows for the installation of an extra culvert, rip-rap and a fabric liner to aid in the drainage of the area. The change order is in the amount of \$4,574.01.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the change order for \$4,574.01.

Sample Motion

Motion to approve Change Order No. 2 and increase the contract amount to Hooker Brothers Construction by the amount of \$4,574.01.



Working Together for a
Better Tomorrow, Today.

CHANGE ORDER

TO: **Hooker Brothers Construction**
PO Box 5288
Grand Island, NE 68802-5288

CHANGE ORDER NO. 2

PROJECT: **CAAP Sport Shooting Complex**

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

1. Install extra pipe.	increase	<u>\$2,000.00</u>
2. Rip/Rap and liner outlet	increase	<u>\$2,574.01</u>

The original Contract Sum **\$684,150.00**

Previous Change Order Amounts **\$-110,500.00**

The Contract Sum is increased by this Change Order **\$ 4,574.01**

The total modified Contract Sum to date **\$578,224.01**

The Contract Time is unchanged.

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

APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: **~~Darren Heltbusch~~ Marsha Prucha**

By Marsha Prucha Date 8/10/06

RESOLUTION 2006-253

WHEREAS, on October 26, 2004, by Resolution 2004-271, the City of Grand Island awarded the bid for Site Preparation and Lake Excavation at the CAAP Sport Shooting Complex to Hooker Brothers Construction Company of Grand Island, Nebraska; and

WHEREAS, it has been determined that modifications to the work to be performed by Hooker Brothers Construction Company are necessary; and

WHEREAS, such modifications have been incorporated into a second change order; and

WHEREAS, the result of such modifications will increase the contract amount by \$4,574.01 for a revised contract price of \$578,224.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute a second change order between the City of Grand Island and Hooker Brothers Construction Company of Grand Island, Nebraska to provide the modifications set out as follows:

Installation of culvert, rip-rap and fabric liner.....\$4,574.01

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G16

**#2006-254 - Approving Annual Agreements for Support, License,
Operating System and Database Administration with MUNIS**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 12, 2006

Subject: Approving Annual Agreement for Operating System & Database Administration Support with MUNIS

Item #'s: G-16

Presenter(s): Dave Springer, Finance Director

Background

On July 10, 2001, Council approved the purchase and implementation of the MUNIS integrated financial software system. In order to receive needed software upgrades and technical assistance from the company, it is necessary to enter into an annual Operating System and Database Administration Support Agreement.

Discussion

The cost for the period of 9/14/2006 to 9/13/2007 of the Operating System Support is \$19,509.02 and for the MUNIS Licensing and Support is \$76,282.31, for a total annual cost of \$95,791.33. The need for annual support and their related costs were presented to Council at the time of the initial purchase. We have 50 client seats or licenses.

Alternatives

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

1. Approve the 2006-2007 contract with MUNIS for software support.
2. Disapprove or deny the contract.
3. Modify the Resolution to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the 2006-2007 software support contract with MUNIS.

Sample Motion

Approve the Annual Agreement for Operating System & Database Administration Support with MUNIS.

RESOLUTION 2006-254

WHEREAS, on July 10, 2001, by Resolution 2001-180, the City of Grand Island approved the proposal of Process, Inc., d/b/a Munis to implement new accounting software with an integrated financial program; and

WHEREAS, in order to receive continued upgrades and technical assistance from the company, it is necessary to enter into an annual Operating System and Database Administration Support Agreement; and

WHEREAS, the cost for the period of September 14, 2006 to September 13, 2007 for operating system support is \$19,509.02; and

WHEREAS, the cost for the period of September 14, 2006 to September 13, 2007 to Munis licensing and support is \$76,282.31; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Annual Agreement for Operating System and Database Administration Support by and between the City and Munis, Inc. for the amount of \$19,509.02 is hereby approved.

BE IT FURTHER RESOLVED, that the Annual Support Agreement and License Agreement for Munis Software in the amount of \$76,282.31 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G17

**#2006-255 - Approving Final Plat and Subdivision Agreement for
D K Second Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 12, 2006

Subject: D K Second Subdivision

Item #'s: G-17

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to create 2 lots on a tract of land comprising all of Lot One (1), D.K. Subdivision in the city of Grand Island, Hall County, Nebraska. This land consists of approximately 0.533 acres. This subdivision appears to meet all of the requirements for a legal subdivision in the City of Grand Island. Sewer and water are available to the property.

Discussion

The final plat for D K Second Subdivision was considered under the consent agenda by the Regional Planning Commission. A motion was made by Ruge and seconded by Reynolds to approve the consent agenda as presented. A roll call vote was taken and the motion carried with 10 members present voting in favor (Amick, O'Neill, Ruge, Haskins, Niemann, Snodgrass, Hayes, Reynolds, Monter, Eriksen).

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

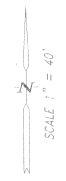
Recommendation

City Administration recommends that the Council approve the final plat as presented

Sample Motion

Motion to approve as recommended.





RESOLUTION 2006-255

WHEREAS, Paul D. Hassett and Rhonda M. Hassett, husband and wife, as owners, have caused to be laid out into lots, a tract of land comprising of All of Lot One (1), D.K. Subdivision, in the City of Grand Island, Hall County, Nebraska, under the name of D.K. SECOND SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of D.K. SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G18

**#2006-256 - Approving Final Plat and Subdivision Agreement for
Knott Third Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 12, 2006

Subject: Knott Third Subdivision

Item #'s: G-18

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to create 2 lots on a tract of land comprising all of Lot Nine (9), Knott Subdivision in the city of Grand Island, Hall County, Nebraska. This land consists of approximately 0.446 acres. This subdivision appears to meet all of the requirements for a legal subdivision in the City of Grand Island. Sewer and water are available to the property.

Discussion

The final plat for Knott Third Subdivision was considered under the consent agenda by the Regional Planning Commission. A motion was made by Ruge and seconded by Reynolds to approve the consent agenda as presented. A roll call vote was taken and the motion carried with 10 members present voting in favor (Amick, O'Neill, Ruge, Haskins, Niemann, Snodgrass, Hayes, Reynolds, Monter, Eriksen).

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 final plat as presented

Sample Motion

Motion to approve as recommended.

US Highway 34 W
US Highway 34 W



LEGEND

- Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- o-Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted
- A-Indicates ACTUAL Distance
- R-Indicates RECORDED Distance

SCALE 1" = 40'

Legal Description

A tract of land comprising all of Lot Nine (9), Knott Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 0.446 acres more or less.

Dedication

KNOW ALL MEN BY THESE PRESENTS, that, RONNIE L. KNOTT and SOLVEIG L. KNOTT, husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as KNOTT THIRD SUBDIVISION in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska, this _____ day of _____, 2006.

Ronnie L. Knott

Solveig L. Knott

Surveyor's Certificate

I hereby certify that on August 3, 2006, I completed an accurate survey of 'KNOTT THIRD SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(Seal) _____
Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

Approvals

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River and the Villages of Albia, Colma and Doniphan, Nebraska.

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2006.

Mayor

City Clerk

(Seal) _____

KNOTT THIRD SUBDIVISION

IN THE CITY OF GRAND ISLAND, NEBRASKA

ROCKWELL AND ASSOC. LLC - ENGINEERING & SURVEYING - GRAND ISLAND, NEBRASKA

Sheet No. 1 Of 1

RESOLUTION 2006-256

WHEREAS, Ronnie L. Knott and Solveig L. Knott, husband and wife, as owners, have caused to be laid out into lots, a tract of land comprising of all of Lot Nine (9), Knott Subdivision, in the City of Grand Island, Hall County, Nebraska, under the name of KNOTT THIRD SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of KNOTT THIRD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G19

**#2006-257 - Approving Final Plat and Subdivision Agreement for
Menard Seventh Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 12, 2006

Subject: Menard Second Subdivision

Item #'s: G-19

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to replat all of Lot 7 (Seven), and the north 185 feet of Lot 8 (Eight), Menard Second Subdivision in the city of Grand Island, Hall County, Nebraska. This land consists of approximately 1.905 acres. This subdivision appears to meet all of the requirements for a legal subdivision in the City of Grand Island. Sewer and water are available to the property.

Discussion

The final plat for Menard Seventh Subdivision was considered under the consent agenda by the Regional Planning Commission. A motion was made by Ruge and seconded by Reynolds to approve the consent agenda as presented. A roll call vote was taken and the motion carried with 10 members present voting in favor (Amick, O'Neill, Ruge, Haskins, Niemann, Snodgrass, Hayes, Reynolds, Monter, Eriksen).

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 final plat as presented

Sample Motion

Motion to approve as recommended.



[illegible]

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 7, AND THE NORTH 185 FEET OF LOT 8, MENARD SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE NORTHWEST CORNER OF ORIGINAL LOT 7, MENARD SECOND SUBDIVISION, IN TRACT 60, BEING THE POINT OF BEGINNING; THENCE ON AN ASSIGNED BEARING OF N89°55'12"E UPON A CURVE HAVING A RADIUS OF 116.6 FEET TO THE POINT OF SOUTHWEST CORNER OF SAID LOT 7; THENCE ALONG SAID EAST R.O.W. LINE OF SAID LOT 7 A DISTANCE OF 253.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE S00°34'44"E UPON AND ALONG THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 281, SAID LINE ALSO BEING THE EAST LINE OF ORIGINAL LOTS 7 & 8, A DISTANCE OF 389.00 W.A. A DISTANCE OF 200.16 FEET TO THE POINT OF BEGINNING; OR, THENCE S89°50'00"W A DISTANCE OF 200.16 FEET ALONG SAID EAST R.O.W. LINE AND THE WEST LINE OF SAID ORIGINAL LOT 8 A DISTANCE OF 23.49 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE UPON A BEARING OF S89°50'00"W AND SAID WEST LINE OF LOT 8, IN A COUNTER CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 180.00 FEET, AND CHORD BEARING OF N14°03'46"W A CHORD DISTANCE OF 116.60 FEET TO THE POINT OF BEGINNING; OR, THENCE S00°34'46"W A CHORD DISTANCE OF 116.60 FEET TO THE POINT OF BEGINNING; OR, THENCE S00°34'46"W UPON AND ALONG SAID EAST R.O.W. LINE AND THE WEST LINE OF SAID ORIGINAL LOT 8, A DISTANCE OF 117.73 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE UPON A BEARING OF S00°34'46"W AND SAID WEST LINE OF LOT 8, IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 389°00'00" FEET, AND CHORD BEARING OF N14°03'58"W A CHORD DISTANCE OF 92.27 FEET; THENCE N00°01'31"W UPON AND ALONG SAID E.R.O.W. LINE, AND SAID WEST LINE OF ORIGINAL LOT 7, A DISTANCE OF 122.40 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINING A CALCULATED AREA OF .82973569 SQUARE FEET OR 1.905 ACRES MORE OR LESS THAN THAT SHOWN ON THE SURVEY MAP.

[illegible]

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, _____, _____, THIS _____ DAY OF _____, 2006

PHILIP M. BROKENICKY, PRESIDENT
TRIAD HOLDINGS, L.L.C., A KANSAS LIMITED LIABILITY COMPANY

STATE OF NEBRASKA
SS

ON THE _____ DAY OF _____, 2008, A
NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY
APPEARED PHILIP M. BROKENIKY, PRESIDENT, TRIAD HOLDINGS,
L.L.C., A KANSAS LIMITED LIABILITY COMPANY, TO ME PERSONALLY
KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS
KNOWN TO BE VOLUNTARY AND DEED IN WITNESS WHEREOF, HE
HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL
AT _____, NEBRASKA, ON THE
DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC

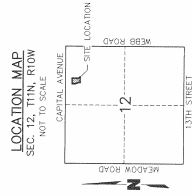
SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND,
NEBRASKA.

THIS _____ DAY OF _____, 2006.

MAYOR
 CITY CLERK



PROPOSED PROPERTY LINE
EXISTING ROW/PROPERTY LINE
EXISTING EASEMENT LINE
FOUND PROPERTY CORNER
PROPOSED COR. (1/2" PIPE W/CAP)

OWNERS: TRIAD HOLDINGS, L.L.C.;
A KANSAS LIMITED LIABILITY COMPANY
SUBDIVIDER: TRIAD HOLDINGS, L.L.C.,
A KANSAS LIMITED LIABILITY COMPANY
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 2

OLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752
www.csaconsulting.com

RESOLUTION 2006-257

WHEREAS, Triad Holdings, L.L.C., a Kansas limited liability company, as owner, has caused to be laid out into lots, a tract of land comprising of all of Lot Seven (7), and the North 135 Feet of Lot 8, Menard Second Subdivision, City of Grand Island, Nebraska, , under the name of MENARD SEVENTH SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of MENARD SEVENTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G20

#2006-258 - Approving Subordination Request for 1208 East 5th Street (Galen and Rebecca Williams)

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: September 12, 2006

Subject: Subordination Request for 1208 East 5th Street
(Galen and Rebecca Williams)

Item #'s: G-20

Presenter(s): Marsha Kaslon, Community Development

Background

The City of Grand Island has a Deed of Trust filed on property owned by Galen and Rebecca J. Williams at 1208 East 5th Street, in the amount of \$13,500.00. On January 14, 2005, Community Development Block Grant funds in the amount of \$13,500 were loaned to Galen and Rebecca J. Williams, husband and wife, to assist in the rehabilitation of a home in the Community Development Block Grant program. The legal description is:

Fractional Lot Six (6), Block Fifteen (15), Lambert's Addition to the City of Grand Island, Hall County, Nebraska and Fractional Lot Seven (7), except the Westerly Thirteen and Two Tenths (13.2) feet thereof, and all of Fractional Lot Eight (8), Block Eight (8), Evans Addition to the City of Grand Island, Hall County, Nebraska.

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 Competitive Mortgage in the amount of \$13,500.00. A new lien in the amount of \$63,000.00 with New Century Mortgage 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, New Century Mortgage, has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The new appraised value of the property is \$83,000 and is sufficient to secure the first mortgage of \$63,000.00 and the City's mortgage of \$13,500.00. The City's loan of \$13,500 will be forgiven if the original owner's of the property (Galen and Rebecca J. Williams) reside in the house for a period of 10 years from the date the lien was filed which was January 14, 2005. The lien amount decreases 10% 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

Motion to approve the Subordination Agreement with New Century Mortgage, 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 12th day of September, 2006, by Galen Williams and Rebecca J. Williams, husband and wife, owners of the land hereinafter described and hereinafter referred to as "Owner", and Competitive Mortgage, present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH:

THAT, WHEREAS, Galen Williams and Rebecca J. Williams, married persons, DID EXECUTE a Deed of Trust dated January 14, 2005 to the City of Grand Island, covering:

Fractional Lot Six (6), Block Fifteen (15), Lambert's Addition to the City of Grand Island, Hall County, Nebraska and Fractional Lot Seven (7), except the Westerly Thirteen and Two Tenths (13.2) feet thereof, and all of Fractional Lot Eight (8), Block Eight (8), Evans Addition to the City of Grand Island, Hall County, Nebraska.

To secure a Note in the sum of \$13,500.00 dated January 14, 2005 in favor of the City of Grand Island, which Deed of Trust was recorded January 14, 2005, as Document No. 200500390 in the Official Register of Deeds Office of Hall County and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$63,000.00 dated September 12, 2006 in favor of New Century Mortgage, 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)) SS
COUNTY OF HALL)

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

Notary Public

R E S O L U T I O N 2006-258

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated January 14, 2005 and recorded on January 14, 2005 as Instrument No. 020050390, in the amount of \$13,500.00, secured by property located at 1208 E. 5th Street and owned by Galen Williams and Rebecca Williams, husband and wife, said property being described as follows:

Fractional Lot Six (6), Block Fifteen (15), Lambert's Addition to the City of Grand Island, Hall County, Nebraska and Fractional Lot Seven (7), except the westerly Thirteen and Two Tenths (13.2) feet thereof, and all of Fractional Lot Eight (8), Block Eight (8), Evans Addition to the City of Grand Island, Hall County, Nebraska.

WHEREAS, Galen and Rebecca Williams wish to execute a Deed of Trust and Note in the amount of \$63,000.00 with New Century Mortgage 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 Galen Williams and Rebecca Williams, husband and wife, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of New Century Mortgage, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ July 25, 2006 <input type="checkbox"/> City Attorney
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City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G21

#2006-259 - Approving Subordination Request for 115 East 9th Street (Victor M. and Gina A. Henriquez)

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: September 12, 2006

Subject: Subordination Request for 1115 East 9th Street
(Victor M. and Gina A. Henriquez)

Item #'s: G-21

Presenter(s): Marsha Kaslon, Community Development

Background

The City of Grand Island has a Deed of Trust filed on property owned by Victor M. and Gina A. Henriquez at 1115 East 9th Street, in the amount of \$12,500.00 and \$9,000.00 on December 31, 2002. Community Development Block Grant funds in the amount of \$21,500.00 was loaned to Victor M. and Gina A. Henriquez, married persons, to assist in the purchase of a home in the Community Development Block Grant program. The legal description is:

Lot Nine (9), Lincoln View Estates Subdivision in the City Of Grand Island, Hall County, Nebraska.

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 Country Wide Mortgage, in the amount of \$21,500.00. A new lien in the amount of \$69,975.00 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 \$87,000 and is sufficient to secure the first mortgage of \$69,975.00 and the City's original mortgage of \$21,500.00. The City's loan

of \$21,500.00 will be forgiven if the original owner of the property (Victor M. and Gina A. Henriquez) resides in the house for a period of 10 years from the date the lien was filed which was December 31, 2002. The lien amount decreases 10% per year on the lien of \$12,500. (There is \$16,916.64 left on the loan balance.)

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

Motion to approve 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 12th day of September, 2006, by Victor M. and Gina A. Henriquez, husband and wife, owners of the land hereinafter described and hereinafter referred to as "Owner", and Country Wide Mortgage, present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH:

THAT, WHEREAS, Victor M. and Gina A. Henriquez, married persons, DID EXECUTE a Deed of Trust dated December 31, 2002 to the City of Grand Island, covering:

Lot Nine (9), Lincoln View Estates Subdivision in the City Of Grand Island, Hall County, Nebraska.

To secure a Note in the sum of \$12,500.00 and \$9,000 dated December 31, 2002 in favor of the City of Grand Island, which Deed of Trust was recorded December 31, 2002 as Document No. 200214703 and Document No. 200214704 in the Official Register of Deeds Office of Hall County (remaining amount owed as of August 31, 2006 is \$16,916.64); and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$69,975.00 September 12, 2006 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 of 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)) SS
COUNTY OF HALL)

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

Notary Public

RESOLUTION 2006-259

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated December 31, 2002 in the amount of \$12,500.00 and \$9,000.00, secured by property located at 1115 East 9th Street and owned by Victor M. Henriquez and Gina A. Henriquez, husband and wife, said property being described as follows:

Lot Nine (9), Lincoln View Estates Subdivision in the City of Grand Island, Hall County, Nebraska.

WHEREAS, Victor M. and Gina A. Henriquez wish to execute a Deed of Trust and Note in the amount of \$69,975.00 with Wells Fargo 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 Victor M. Henriquez and Gina A. Henriquez, husband and wife, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Wells Fargo, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 25, 2006	☐ City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G22

#2006-260 - Approving Subordination Request for 1805 Freedom Drive (Dean A. and Patricia D. Bierhaus)

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: September 12, 2006

Subject: Subordination Request for 1805 Freedom Drive
(Dean A. and Patricia D. Bierhaus)

Item #'s: G-22

Presenter(s): Marsha Kaslon, Community Development

Background

The City of Grand Island has a Deed of Trust filed on property owned by Dean A. and Patricia D. Bierhaus at 1805 Freedom Drive, in the amount of \$5,810.00. On February 23, 2006, Emergency Repair funds in the amount of \$5,810.00 were loaned to Dean A. and Patricia D. Bierhaus, husband and wife, to assist in the emergency repair of a home in the Grand Island area. The legal description is:

Lot 14, Freedom Acres Subdivision, Hall County, Nebraska ID # 400155478

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 Citicorp Trust Bank in the amount of \$5,810.00. A new lien in the amount of \$102,000.00 with New Century Mortgage 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, New Century Mortgage, has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The new appraised value of the property is \$120,000 and is sufficient to secure the first mortgage of \$102,000.00 and the City's mortgage of \$5,810.00. The City's loan of \$5,810.00 will be forgiven if the original owner's of the property (Dean A. and Patricia

D. Bierhaus) reside in the house for a period of 5 years from the date the lien was filed which was February 23, 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

Motion to approve the Subordination Agreement with New Century Mortgage, 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 12th day of September, 2006, by Dean A. and Patricia D. Bierhaus, husband and wife, owners of the land hereinafter described and hereinafter referred to as "Owner", and CitiCorp Trust 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, Dean A. and Patricia D. Bierhaus, married persons, DID EXECUTE a Deed of Trust dated February 23, 2006 to the City of Grand Island, covering:

Lot 14, Freedom Acres Subdivision, Hall County, Nebraska
ID # 400155478

To secure a Note in the sum of \$5,810.00 February 23, 2006 in favor of the City of Grand Island, which Deed of Trust was recorded March 31, 2006 as Document No. 200602814 in the Official Register of Deeds Office of Hall County; and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$102,000.00 dated September 12, 2006 in favor of New Century Mortgage, 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 of 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)) SS
COUNTY OF HALL)

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

Notary Public

R E S O L U T I O N 2006-260

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated February 23, 2006 in the amount of \$5,810.00, secured by property located at 1805 Freedom Drive and owned by Dean A. Bierhaus and Patricia D. Bierhaus, husband and wife, said property being described as follows:

Lot 14, Freedom Acres Subdivision, Hall County, Nebraska, ID #400155478

WHEREAS, Dean A. and Patricia D. Bierhaus wish to execute a Deed of Trust and Note in the amount of \$102,000.00 with New Century Mortgage 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 Dean A. Bierhaus and Patricia D. Bierhaus, husband and wife, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of New Century Mortgage, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____	
July 25, 2006	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G23

**#2006-261 - Approving Certificate of Final Completion with
Hooker Brothers Construction for Site Preparation and Land
Excavation at the Heartland Public Shooting Park**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: September 12, 2006

Subject: Certificate of Final Completion with Hooker Brothers Construction for Site Preparation and Land Excavation at the Hartland Public Shooting Park

Item #'s: G-23

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

Background

A contract was entered into with Hooker Brothers Construction on October 26, 2004 to provide land excavation and lake construction at the Heartland Public Shooting Park (HPSP).

Discussion

All work associated with this contract has been completed and it is appropriate at this time to approve the Certificate of Final Completion in order to close out the contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the certificate of final completion and make final payment to Hooker Brothers Construction in the amount of \$5,782.25.

Sample Motion

Motion to approve the certificate of final completion with Hooker Brothers Construction, Grand Island, Nebraska for Site Preparation and Lake Excavation and pay a final amount of \$5,782.25.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

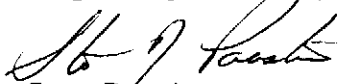
**SITE PREPARATION
AND
LAKE EXCAVATION
CAAP SPORT SHOOTING COMPLEX**

**CITY OF GRAND ISLAND, NEBRASKA
SEPTEMBER 12, 2006**

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

This is to certify that the Site Preparation and Lake Excavation at the CAAP Sport Shooting Complex has been fully completed by **Hooker Brothers** of Grand Island, NE under contract dated **October 26, 2004**. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,



**Steve Paustian
Parks & Recreation Director**

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 40044450-90026 to **Hooker Brothers** in the final payment amount of **\$5,782.25**.

Respectfully submitted,

**Jay Vavricek
Mayor**

RESOLUTION 2006-261

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued a Certificate of Final Completion for the Site Preparation and Land Excavation at the Heartland Public Shooting Park, certifying that Hooker Brothers Construction Company of Grand Island, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

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

WHEREAS, the Mayor concurs with such recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Site Preparation and Land Excavation at the Heartland Public Shooting Park is hereby confirmed and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item G24

**#2006-262 - Approving Certificate of Final Completion with
Galvan Construction for Building Construction, Baffles, and Sheds
at Heartland Public Shooting Park**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: September 12, 2006

Subject: Certificate of Final Completion-with Galvan Construction for Building Construction, Baffles, and Sheds at Heartland Public Shooting Park

Item #'s: G-24

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

Background

A contract was entered into with Galvan Construction on September 24, 2005 to construct buildings, baffles and shooting shed at the Heartland Public Shooting Park (HPSP).

Discussion

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the certificate of final completion and make final payment to Galvan Construction in the amount of \$11,034.00.

Sample Motion

Motion to approve the certificate of final completion with Galvan Construction of Grand Island, Nebraska for the construction of buildings baffles, and sheds and pay a final amount of \$11,034.00.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

**CONSTRUCT BUILDINGS, BAFFELS AND SHEDS
HEARTLAND PUBLIC SHOOTING PARK**

**CITY OF GRAND ISLAND, NEBRASKA
SEPTEMBER 12, 2006**

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

This is to certify that the Construction of Buildings, Baffels and Sheds has been fully completed by **Galvan Construction** of Grand Island, NE under contract dated **September 14, 2005**. The scope of the project was decreased by \$9,559.79. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,



Steve Paustian
Parks & Recreation Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 40044450-90026 to **Galvan Construction** in the final payment amount of **\$11,034**.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2006-262

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued a Certificate of Final Completion for the Construction of Building, Baffels and Sheds at the Heartland Public Shooting Park, certifying that Galvan Construction of Grand Island, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

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

WHEREAS, the Mayor concurs with such recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Construction of Building, Baffels and Sheds at the Heartland Public Shooting Park is hereby confirmed and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item H1

Consideration of Request from Equitable Federal Savings Bank of Grand Island for Conditional Use Permit for Temporary Placement of Modular Banking Facility Located at 3012 South Locust Street

This item relates to the aforementioned Public Hearing Item E-5.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item H2

Consideration of Request from Brad Harder for Extension of Non-Conforming Use for Harold's Upholstery Shop Located at 215 W. South Street

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 12, 2006

Subject: Request of Brad Harder Owner of Harold's Upholstery Shop Located at 215 W. South Street, Grand Island, NE for Approval of an Extension to a Legal Nonconforming Use

Item #'s: H-2

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for Council approval to allow for the expansion of the existing business facility by allowing construction of additions on to the current building. A 16'-8" x 32'-6" addition to the east and a 36'-8"x 10' addition to the south is proposed. The property is currently zoned R-3 (medium density residential), that zoning classification does not allow for the operation of an upholstery shop as a permitted principal use, nor does it allow for the current type of use as a home based business. The upholstery business along with the dwelling have been at this location for quite sometime and would be allowed by the City code to continue as a legal nonconforming use of the property. However, any expansion or extensions of nonconformity would need Council approval

Discussion

City code section 36-35 allows for extensions and expansions of such structures in all cases where refusal to do so would bring hardship to the owner or occupants and in all cases where justice requires the granting of the same. The City Council may attach appropriate conditions to the granting of any such relief. The site location is such that expansions of the business would not appear to have any negative impact on the neighboring properties.

One exception to this request would be the length of time past construction projects have continued. A permit issued in 1998 for an addition to the dwelling appears to have not yet been completed and a permit issued for renovations to the garage building in December of 2005 has yet to be completed.

As a condition to this request I would suggest that a time limit requiring the exterior be completed within a 12 month period be included in any approvals.

Alternatives

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

1. Approve the request.
2. Disapprove or /Deny the request.
3. Modify the request to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the request and authorize the expansion of the non-conforming use with the condition that the exterior construction be completed within the next 12 month period.

Sample Motion

Motion to approve the request to allow for an expansion of the legal non-conforming use with the condition that the exterior construction be completed within the next 12 months.

August 25, 2006

Grand Island City Council
100 E 1st St.
Grand Island, NE 68801

Honorable Mayor and City Council:

First of all, I want to thank you for your time and understanding in this matter. This request is all about our ultimate survival as a viable small business. That alone is at the heart of this request for permission to do a needed addition and exterior wall upgrades to our shop.

My father, Harold J. Harder, started Harold's Upholstery Shop in 1949 after faithfully serving in the U.S. Navy. His years of hard and dangerous work in the Pacific Fleet earned him his post service technical and business training to open his own shop. In the early years he rented store fronts on 4th Street. And he did very well indeed. Gaining an excellent reputation that brought jobs into the shop literally from coast to coast to coast. By 1962 he finalized his plans to build a family home and a new shop just off of the then up and coming area called South Locust Street. We moved into our new home in 1963 and by 1964 he had his shop moved into the newly built three stall garage. At the time, it was just the right size to handle the workload and storage needed for materials and supplies. Oh for the good old days . . . By the mid-seventies, I was working for him full time and soon after that we lost our ability to bring the larger jobs like cars, trucks, vans, sleighs, boats, etc inside. At the time, we were fortunate that our customers would work around this handicap just to get our level of skilled craftsmanship for their property that needed repair. They trusted us and we all trusted in the world around us to not cause us any problems with this arrangement. It did work well for many years, and nothing was ever harmed or stolen. By today's standards it would be a miracle, but back then it was still possible to leave things outside without it walking away.

Now, let's fast forward to the nineties. We personally began to suffer from petty thefts and minor vandalisms late at night, so we were honest with our customers and gave them fair warning if their property was going to remain outside overnight. It was no big deal to most of our customers including the City Shop. But as the nineties came to an end, so did the willingness of most people to take such risks. Leaving any vehicle outside at night, especially this close to Locust Street just isn't too wise a move any longer. Sad to say, but it has become even worse over the last few years. I've had to add bars to the shops windows and an alarm system. I hate how it has to be like a jail but you do what you have to do to keep your property safe.

My father chose this spot 44 years ago with future growth in mind. He even placed the original shop building where it is with future additions already drawn out by an architect long before they would ever be needed. He had figured that it would be re-zoned in less than twenty years into business/commercial. Then came the 1967 flood, Malls on the north side of town and the devastation that the tornado's of 1980 brought to them personally and to South Locust Street as a whole. With each new blow South Locust Street was harmed as far as growth and business expansion. We personally bounced back as best we could every single time with what we already had. And even with all of these set backs my father was still at least half right when it came to our own block, the Locust Street side of our block has been re-zoned business/commercial, and I'm sure that our side of the block will follow someday.

Now that South Locust Street seems to be on the move once again, and in a positive manner, we want to be at least a small part of that growth into a brighter future. We want to be a part of keeping local monies local and not have it spent in Lincoln and Omaha when it comes to

upholstery. With the added floor space we are asking for we can offer our customers both quality work and the piece of mind of basic security. And with that secure space we will also gain a heated work area that will allow steady work during the winter. With the added storage space that we are asking for we will be able to tear down our old and ugly storage area that hasn't much life left to give and replace it with a nice looking area. If you was a business, which would you rather have, especially since it can be seen from Locust Street? With this new and improved replacement storage area we will also gain enough space to finally have an office/showroom area. We want our business to look modern, fresh and inviting so that we can bring in a higher number and level of clientele. We want to be a part of the South Locust Street Improvements, but the only way that it can happen is with your permission to build the much needed expansions.

To set all your minds at ease let me make one thing clear, my family doesn't have any plans to engage in any other business areas than what we have engaged in for our livelihood for many years now. None of what we do in our shop is harmful to any of our neighbors in the least. Over the 57 years that this business has existed, we have never had a fire or even a spill of anything harmful. (We don't use any strange chemicals, bulk paints or any special kinds of solvents, the only thing we have that most people can't buy at the store is our contact cement.) The shop never had plumbing, so even that has been a non-issue since it was originally built. We don't allow smoking or open flames within our four walls. Our shop is a safe place and will remain that way.

The building department is happy with our proposed plans and they have given us a thumbs up, so it seems to be all up to you now. Will you OK our plans to improve the usability, exterior looks and of course profitability of our 57 year old business or will you sentence our shop to a slow and ugly death? When a business like ours dies, it can't be replaced locally. The start-up costs today are massive compared to what my father went through back in 1949 and that includes correcting for the differences in dollar purchase value. Unfortunately, the next logical place for people to go for good quality work will be Lincoln or Omaha soon. Not to say that there are no other shops locally for now, but several of them are owned by people that are from my father's era and they will not be around much longer sad to say.

Grand Island is all about progress and growth, and without keeping a strong base of small businesses that keeps the money flowing in the area we will be like a sailing ship without its sails . . . going nowhere.

We thank you for your time and consideration.

Sincerely,

Brad L. Harder I

Brad L Harder I, Owner
Harold's Upholstery Shop
215 W. South St.
Grand Island, NE 68801
(308) 382-1591



08-29-06





08/29/06



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item I1

#2006-263 - Consideration of Request of ScoJay Investments, LLC dba The Tank, 123 E. South Front Street for a Class "C" Liquor License and Request of George Jay Beckby, 800 S. Shore Drive, Hastings, Nebraska for Liquor Manager Designation

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-263

WHEREAS, an application was filed by Scott Johnson and Jay Beckby, doing business as The Tank at 123 East South Front Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 2, 2006; such publication cost being \$13.60; and

WHEREAS, a public hearing was held on September 12, 2006, for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 8, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item I2

#2006-264 - Consideration of Approving Request of Edwin Bolanos dba La Zona Rosa, 611 East 4th Street for a Class "C" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-264

WHEREAS, an application was filed by Edwin Bolanos, doing business as La Zona Rosa at 611 East 4th Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 2, 2006; such publication cost being \$13.60; and

WHEREAS, a public hearing was held on September 12, 2006, for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 8, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item I3

**#2006-265 - Consideration of Approving General Property,
Parking District #2 (Ramp), and Community Redevelopment
Authority Tax Request**

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

Staff Contact: David Springer

RESOLUTION 2006-265

WHEREAS, Nebraska Revised Statute Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City that the property tax request for the current year be a different amount than the property tax request for the prior year; and

WHEREAS, the final levy of the Municipality for the fiscal year 2006-2007 for all general municipal purposes is set at .250000 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2006-2007 for Parking District No. 2 is set at .034500 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2006-2007 for the Community Redevelopment Authority is set at .022521 per one hundred dollars of actual valuation.

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

1. The amount to be raised by taxation for all general municipal purposes for the fiscal year commencing on October 1, 2006 in the amount of \$5,467,530 shall be levied upon all the taxable property in the City of Grand Island, and based on a current assessed valuation of \$2,187,011,870; and
2. The amount to be raised by taxation for Parking District No. 2 for the fiscal year commencing October 1, 2006 in the amount of \$11,000 shall be levied upon all the taxable property within Parking District No. 2, and based on a current assessed valuation of \$31,884,445; and
3. The amount to be raised by taxation for the Community Redevelopment Authority for the fiscal year commencing October 1, 2006 in the amount of \$492,540 shall be levied upon the taxable property in the City of Grand Island, and based on a current assessed valuation of \$2,187,011,871.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item I4

#2006-266 - Approving Personnel Rules and Regulations

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 12, 2006

Subject: Proposed changes to Personnel Rules

Item #'s: I-4

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City Council reviewed a red-lined copy of proposed changes to the Personnel Rules at a study session on August 29, 2006. The Council discussed various topics in the rules but as it was a study session, no votes were taken to show consensus on those topics.

Discussion

Some of the proposed changes are the addition of administrative policies being incorporated into the Personnel Rules. Others are changes to the current policy. The proposed changes that are presented here are Administration's professional opinion as to appropriate, professional policies for the City of Grand Island employees. It is important to remember that there are also union contracts in place that address some of these issues and that language agreed upon in those contracts would supercede these Personnel Rules. It would be appropriate if there are changes that Council would like to see to follow Robert's Rules of Order and make a motion and a second for the change.

Some of the more notable changes are in the following areas:

- Dress code policy
- Tobacco policy
- Community leave bank policy
- Sick leave will now be referred to as medical leave
- Formal addition of "probationary status"
- Changes in the reduction of force policy
- Computer network policy
- Telephone usage policy
- Political activity policy

- Employment of relatives – changed to Nepotism policy
- Reimbursable business travel expense
- Interview and relocation expenses
- City Hall closure policy
- Compensation for unused medical leave at retirement
- Removal of retiree health insurance
- Tuition reimbursement
- Bilingual pay

It is important to note that while there are policy changes that reflect an increase in the amount of the benefit the expenditure still has to be approved through the budget process.

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 recommended Personnel Rules that will go into effect October 1, 2006.

Sample Motion

Motion to approve the proposed Personnel Rules that will go into effect October 1, 2006.



PERSONNEL RULES AND REGULATIONS

Revised October 1, 2006

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CHAPTER ONE

PERSONNEL MANAGEMENT

Sec. 1.01 WELCOME

Welcome to the City of Grand Island! We want to thank you for joining our team. We believe that each employee contributes directly to the growth and success of our organization. We hope that the employment relationship that we share is a long and mutually rewarding one. The purpose of this handbook is to acquaint you with policies set forth by the City of Grand Island. These Personnel Rules and Regulations state the intent of the Mayor and City Council in providing for the employment conditions and benefits for employees of the City of Grand Island. You should familiarize yourself with the contents of the Personnel Rules and Regulations, as you are responsible for abiding by the rules that are outlined within.

For convenience, in this handbook, we will refer to your employer as The City of Grand Island, The City, we, our, or us. If you have questions regarding the material presented here, please feel free to ask your supervisor or call the Human Resources Department.

Again, best wishes for success in your new position with the City of Grand Island!

Sec. 1.02 LEGAL EFFECT

The policies in this manual are subject to change as the City grows and changes. Any changes in this manual shall apply to existing as well as future employees. If and when provisions are formally changed, there will be notification and appropriate replacement documentation will be provided. No statement or promise made by a supervisor, manager, or department head may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

The City Personnel Rules and Regulations are not a contract, expressed, or implied. This handbook replaces (supersedes) all other previous Personnel Rules or Administrative Policies for the City of Grand Island as of October 1, 2006.

Sec. 1.03 EQUAL EMPLOYMENT OPPORTUNITY

The City of Grand Island affirms its commitment to providing a work environment that does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, mental or physical disability, marital status, or national origin. The City will operate in full compliance with applicable federal,

state, and local laws prohibiting discrimination in employment. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Sec. 1.04 SCOPE

The City of Grand Island is made up of several different departments. The departments that are governed by these rules are as follows:

Administration	Human Resources Department
Building Department	Police Department
Legal Department	Public Works Department
Finance Department	Public Library
Parks & Recreation Department	Utilities Department
Fire Department	
Regional Planning Department /Community Development	
Grand Island/Hall County Emergency Management Department	

The following are exempted from these rules:

The Mayor and City Council
Members of appointive boards, commissions, and committees
Independent contractors

Although persons employed as temporary employees, interns, and citizen volunteers are not eligible for benefits under the City's policy, they are still expected to follow the policies set forth as they represent the City.

The City Administrator's Office is governed by the Personnel Rules and Regulations; however, the City Administrator serves at the pleasure of the Mayor.

The City Personnel System shall be divided into two classifications of service, classified and unclassified. Classified service includes all employees governed by the Civil Service Act of the State of Nebraska. Departments that have employees that fall under this category would be the Police and Fire departments. All other employees of the City are considered unclassified.

All appointments and removals of employees who are in the classified service shall be subject to Civil Service Rules and Regulations.

These rules and regulations apply to all employees of the City except where labor contracts, Civil Service Rules, State statutes, or other City ordinances supersede these rules.

Sec. 1.05 MAYOR AND CITY COUNCIL

The Mayor and the City Council shall be the ultimate policy-making authority for the City of Grand Island. The Mayor as chief executive officer of the City shall be responsible for the proper administration of the affairs of the City. The Mayor is the appointing authority under the Civil Service Act of the State of Nebraska.

The Mayor shall upon approval of the City Council, appoint or remove a city administrator, city clerk, city treasurer, city engineer, city attorney, and such other officers as required by law.

The Mayor may designate his/her administrative responsibilities under these rules to the City Administrator, as the Chief Administrative Officer; provided the Mayor may not designate any duties or responsibilities in violation of the State statute. The Mayor has the right to approve or disprove any personnel actions taken pursuant to these personnel rules.

CHAPTER TWO

GENERAL POLICIES

Sec. 2.01 APPLICATION PROCESS

The City's Human Resources Department is responsible for the posting of all employment opportunities. Vacancies will be advertised publicly as well as internally. Equitable consideration will be given to all applicants.

The City may refuse to consider an applicant or place his/her name on an eligibility list for any of the following reasons:

- The applicant lacks the minimum qualification stated in the official job description.
- The applicant has been found guilty of a crime of such a nature as to render the applicant unsuitable for the job for which application is being made.
- The applicant has been dismissed or resigned for disciplinary reasons from any employment within the past five years for a cause that would constitute a cause for termination under these rules.
- The applicant has made a false statement on his/her application.
- The applicant is deemed unfit to perform the duties of the job for which application is made as indicated by unfavorable reports received from references or by character or medical investigations.
- The applicant does not hold a valid driver's license when required by the nature of the job.
- The applicant for a position is a member of the same household and/or an immediate family member within the same supervisory chain of command. An immediate family member would be any of the following; spouse, child (including stepchildren), sibling, parent, grandparent and in-laws of the same relation. Family members are otherwise eligible for employment with the city provided they are not in the same supervisory chain of command.

Sec. 2.02 SEXUAL AND OTHER UNLAWFUL HARASSMENT

The City of Grand Island is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered

harassing, coercive, or disruptive. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. All men and women are to be treated equally with dignity and respect.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This form of employee misconduct undermines the integrity of the workplace and will not be tolerated. The following is a partial list of examples of sexual harassment:

- Unwelcome sexual advances – physical or verbal.
- Offering employment benefits in exchange for sexual favors.
- Making threats after a negative response to sexual advances.
- The use of derogatory comments, epithets, slurs, or jokes.

If an employee experiences or witnesses sexual or other unlawful harassment in the workplace, it must be reported immediately to his/her supervisor and the Director of Human Resources. All allegations of sexual harassment will be quickly and discreetly investigated. Any supervisor or Director who becomes aware of possible sexual or other unlawful harassment is to report it immediately to the Human Resources Director. If the Human Resources Director is not available, report to the City Attorney.

An employee shall not suffer retaliation for coming forward with a complaint of harassment. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination. Retaliation against someone that makes a complaint of harassment is strictly forbidden. An employee that feels that they have been retaliated against for coming forward with a complaint should make their supervisor and the Human Resources office aware of it immediately. Should the Human Resources Director be unable to handle the complaint, it should be forwarded to the Legal Department.

Sec. 2.03 DRUG-FREE WORKPLACE

The City of Grand Island is committed to providing a safe work environment. The City prohibits the distribution, manufacture, possession, sale, use, transfer, transport, or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace, on City premises, or in City vehicles. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, designer drugs" etc.)

Narcotics (heroin, morphine, etc.)
Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within 10 days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee's expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- Opiates
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace.

The City shall also maintain a testing program as is required by the U.S. Department of Transportation (DOT). This program will apply to employees in job classifications that require a Commercial Driver's License (CDL). Employees in this classification will receive additional information in the orientation process from the Human Resources Department.

Sec. 2.04 DRESS CODE

Clothing on the job must be in good taste, clean, neat, and reflect the requirements of the working conditions. A neat, well-groomed appearance is important to assure professionalism and competence in the workplace. The responsibility for determination of what is appropriate for a department will be made by the Department Director.

First and foremost, common sense and safety must apply. Employees who are required to work in the outside elements should dress appropriately for their own protection. However, the clothing should be clean and well maintained.

If an employee wears a uniform, the uniform should be worn properly and kept well maintained. The uniform identifies them as a City of Grand Island employee and proper care of the uniform reflects favorably on them and the City. Uniforms should never be worn after hours in public where alcohol is served.

OFFICE/CLERICAL/RECEPTION:

Examples of appropriate dress for male employees include:

- Suits, sport coats, dress or casual slacks, dress shirts, polos, ties, and sweaters.
- Ties are not required on a daily basis. Ties should be worn when the employee is meeting with representatives from other companies, dignitaries, or for any other formal dress purpose.
- Footwear should be in good repair and polished. Dress, casual, or cowboy boots are acceptable.
- Hair should be clean and well kept. Facial hair should be neatly trimmed.
- Hats shall not be worn on office/clerical/reception employees.

Examples of appropriate dress for female employees include:

- Dresses, skirts, casual or dress slacks, sweaters, blouses, polos, and jackets.
- Dresses, skirts, dressy or business capris and full skirts may not be more than two inches above the knee.
- Casual or dress shoes should be kept clean and well maintained.
- Footwear should be in good repair and polished.
- Hair should be clean and well kept.

Examples of Inappropriate Dress include:

- Jerseys, shorts, sweat suits, leggings, cotton or denim capris, mini-skirts, halter styled tops or dresses, tube tops, tops with spaghetti straps, exceptionally tight, low-cut, or revealing clothing are not appropriate for the workplace.
- "Flip-flops" are not appropriate footwear.
- Accessories and cosmetics should be worn conservatively,
- Body piercing other than traditional earrings should not be visible while at work.

Exceptions - Fieldwork

- If approved by the Department Director, employees who are required to work out-of-doors during the summer months are allowed to wear shorts-clean, in good taste (no short-shorts or cut-offs) and appropriate t-shirts (along with their City identification) or t-shirt bearing the City of Grand Island logo.
- Employees who are required to work out-of-doors during the winter months should wear appropriate footwear, including boots, and/or overshoes.

Casual Day Wear:

The City Administrator may designate a day that employees can dress in casual attire.

- Jeans and capris (denim or other colored) that are clean, not tight or loose, not-faded, stained, torn, ripped, or frayed may be worn on days designated by the City Administrator with sweaters, jackets, or City of Grand Island logo attire.
- Holiday/Seasonal sweatshirts/shirts or team wear sweatshirts/shirts will be allowed on certain casual days as approved by the City Administrator.

Department Directors and Supervisors are responsible for ensuring that staff meets the dress code as stipulated. Staff wearing inappropriate clothing will be required to leave work and change into appropriate attire without compensation.

Sec. 2.05 TOBACCO USAGE

Tobacco use is prohibited by all persons in any city facility or vehicle. This policy does not prohibit tobacco use in designated outdoor areas.

A. Definitions:

1. City facility shall mean:

a) Any indoor office, work area, or location used by the general public or serving as a place of work for City employees that is owned, leased, or rented and under the day-to-day control of the City of Grand Island.

2. Tobacco use shall mean carrying a lighted cigar, cigarette, pipe, or any other tobacco substance.

3. Vehicle shall mean any self-propelled conveyance designed for use upon City streets that is owned, leased, or rented by the City of Grand Island.

B. Enforcement

Department heads shall ensure that the supervisor in charge of such City facility or vehicle shall make reasonable efforts to prevent tobacco use in the City facility or vehicle by:

1. Posting appropriate signs.
2. Asking tobacco users to refrain from using tobacco in the tobacco-free area, citing Nebraska Clean Indoor Air Act and this City policy.
3. Taking any other appropriate means, including disciplinary action for City employees pursuant to appropriate union contract or Personnel Rules and Regulations .

C. Complaints:

Persons observing a violation of this policy should bring it to attention of their supervisor.

Sec. 2.06 COMMUNITY LEAVE BANK

The Community Leave bank is to provide a means for City employees to give accrued vacation leave to another City of Grand Island employee who, because of unexpected or unplanned medical emergency, does not have sufficient paid leave to be away from the job for the period necessary to recuperate or recover.

Conditions for use:

The following conditions must be met by the donating employee wishing to give accrued vacation time to another employee:

- The employee is in compliance with the Personnel Rules regarding vacation usage (i.e. has taken 5 consecutive days vacation the previous year and has sufficient accrued vacation time left to comply with the Personnel Rules during the year in question).
- The employee receives the approval of his/her Department Director.
- Only vacation or personal time may be donated.

The following conditions must be met by the employee receiving vacation time from another employee:

- The receiving employee has used all available paid leave.

- The receiving employee must be experiencing an unforeseen situation of extreme or emergency proportions. Routine illness, pregnancies, etc will not qualify.
- The receiving employee shows intent to return to duty following the leave.
- The receiving employee obtains the approval of his/her Department Director.
- The employee's absence does not exceed 12 weeks total, including all paid, unpaid, and donated times, unless expressly approved by the Department Director.

Procedure:

An employee wishing to donate accrued vacation time to another employee shall submit his/her request through the Human Resources Director. All such donations shall remain confidential at the request of the donating employee and/or the receiving employee. The Human Resources Director shall review the request and ensure compliance by both employees with the conditions set forth above.

The Human Resources Director will notify the employee involved of the decision. Use of time given or received through this policy shall be recorded on absence reports.

CHAPTER THREE

OPERATIONS

Sec. 3.01 CORRECTIVE AND DISCIPLINARY ACTIONS

Employees are expected to act in a mature and professional manner while performing services for the City of Grand Island. Below is a partial list of behaviors that an employee may be disciplined for. Depending on the severity of the infraction, an employee may be subject to discipline up to and including termination. The following is a list, not all-inclusive, providing examples of unacceptable conduct:

- Failure to observe safety rules and regulations.
- Failure to report to work at the appointed time or place, or for departing prior to the designated time, including abuse of rest periods.
- Solicitation, or distribution or display of, unauthorized literature while on City time.
- Operating a personal business while on City time.
- Intimidation or coercion.
- Abuse or waste of City equipment, tools, or material.
- Using abusive language or making false or malicious statements concerning any employee, the City, or its services.
- Horseplay, loafing, or sleeping on the job.
- Unauthorized posting, removing, or altering of bulletin board notices.
- Violation of City, Department, or Division written or verbal policies or procedures.
- Unauthorized use or release of confidential, sensitive or privileged information.
- Intentional unavailability for or refusal to work over-time or respond to emergency call-out.
- Abuse of medical leave or other paid leaves.

- Conduct unbecoming a City employee.

An employee may be discharged, even for a first offense, for the following violations. This list is representative of dischargeable behaviors but is not all-inclusive.

- Insubordination.
- Theft of public or private property.
- Misappropriation of public property.
- Unlawful harassment.
- Consumption or possession of alcohol or non-prescribed drugs on City time or property.
- Being under the influence of alcohol or non-prescribed drugs while in the workplace.
- Gambling or fighting on City time or property.
- Conviction of a felony.
- Abusive, offensive, or obscene language or conduct towards the public, City officials, or employees.
- Demeaning, disruptive, or uncooperative conduct in the workplace.
- Intentional or negligent damage or destruction of private or public property.
- Fraud, falsification, or deceit in the conduct of City business.
- Incompetence or unsatisfactory performance.
- Unauthorized possession or use of firearms or hazardous materials on City time or property.
- Work disruption or stoppage, strike, or other forms of job action or withholding of services.
- Acts or threats of physical violence directed towards City officials or employees.

- Soliciting favors, gifts, services, or bribes in the conduct of City business.
- Conduct unbecoming a City employee or tending to discredit or impair the duties and the responsibilities of the employee's position.
- Violation of the "Employment of Relatives" Policy.

Any employee arrested or convicted of any offense other than a minor traffic violation must report the incident to his/her supervisor. Failure to report such matters can result in discipline, up to and including termination.

Sec. 3.02 DISCIPLINE AND APPEAL PROCEDURE

A. General Statement

It is the policy of the City of Grand Island to provide a system of progressive discipline, which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Except in the case of a written reprimand I and reprimand II, such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

Discipline may begin with the least severe, appropriate disciplinary action and progress, if necessary, to more severe actions. The severity of the incident may warrant any level of initial disciplinary action, so as to be appropriate for the offense.

B. Progressive Discipline

Progressive discipline is the successive application of increasingly severe disciplinary actions. These actions, in order of severity, are written reprimand I, written reprimand II, probationary status, suspension, suspension and demotion, and discharge.

C. Written Reprimand I

A written reprimand I must be imposed by the employee's immediate supervisor for minor violations or incidents. The reprimand must inform the employee of the violation or incident, the required correction action, and the consequences of a reoccurrence of the violation or incident.

A copy of the written reprimand I must be delivered to the employee and the Human Resources Department by the immediate supervisor. The immediate supervisor must retain a copy of the written reprimand I in departmental records. A written reprimand I shall be placed in the employee's personnel file.

D. Written Reprimand II

A written reprimand II may be imposed by a Department Director, the City Administrator, or the Mayor for repeated minor violations or incidents, or for a violation or incident of a more serious nature. The written reprimand II must inform the employee of the violation or incident, the required corrective action, and the consequences of a reoccurrence of the violation or incident. Copies of the written reprimand II must be delivered to the employee and the Human Resources Department for placement in the employee's personnel file.

E. Probationary Status

An employee can be put into a probationary status if his/her conduct is deemed unacceptable by the supervisor and/or Director and approved by the Director. During the probationary period the employee's performance and compliance with company rules and standards will be closely supervised. If at any time during the probationary period the employee's performance is unsatisfactory or the employee has failed to comply with company rules, they will be subject to immediate termination.

F. Suspension and Demotion

A suspension is a period of time where the employee is removed from the workplace without pay. Suspension is normally imposed for a disciplinary or dischargeable offense or for an employee's failure to take corrective action in response to a written reprimand I or II. A suspension may be imposed as initial discipline for a violation or incident of a serious nature.

A demotion is a change in status to a position subordinate to that held by an employee prior to imposition of discipline and may be imposed by the Department Director, the City Administrator, or Mayor in conjunction with a suspension for a violation or incident of a serious nature.

For non-exempt employees under the Fair Labor Standards Act (FLSA), a suspension, not to exceed five working days, may be imposed by the Department Director, the City Administrator, or the Mayor. For exempt employees under the FLSA, any suspension must be for a period of at least one workweek.

Prior to imposition of suspension and/or demotion as a disciplinary action, a written notice of suspension and/or demotion shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of suspension and/or demotion must inform the employee of the following:

- (a) A statement of the violation(s) or incident(s)

- (b) A brief explanation of the evidence underlying the violation(s) or incident(s)
- (c) The discipline to be imposed
- (d) Any required corrective action by the employee
- (e) The consequences of a reoccurrence of the violations(s) or incident(s)
- (f) The employee's right to request an appeal hearing before the Mayor

A copy of the notice of suspension and/or demotion shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. At the discretion of the person issuing the notice of suspension and/or demotion, the employee may be suspended with pay immediately upon delivery of the notice pending implementation of the disciplinary action. A copy of the notice of suspension and/or demotion must be delivered to the Human Resources Department for placement in the employee's personnel file.

A proposed suspension (and demotion) may be appealed pursuant to the procedure set out hereafter.

G. Discharge

A discharge may be imposed by the Mayor for an employee's failure to correct his/her workplace conduct in response to a suspension. A discharge may also be imposed as initial discipline for a violation or incident of a serious nature.

Prior to imposition of discharge as a disciplinary action, a written notice of discharge shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of discharge must inform the employee of the following:

- (a) A statement of the violation(s) or incident(s)
- (b) A brief explanation of the evidence underlying the violation(s) or incident(s)
- (c) A statement that discharge is to be imposed
- (d) The employee's right to request an appeal hearing before the Mayor

A copy of the notice of discharge shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. The employee shall be suspended with pay immediately upon delivery of the notice of discharge pending implementation of

the disciplinary action or a final determination by the Mayor on the proposed disciplinary action following an appeal hearing. A copy of the notice of discharge must be delivered to the Human Resources Department for placement in the employee's personal file.

A proposed discharge may be appealed pursuant to the procedures set out hereafter.

H. Appeal Procedure

A regular status, non-introductory employee may appeal a suspension, a suspension and demotion, or a discharge in accordance with the following procedure:

- a. Following delivery of a notice of suspension (and demotion), or notice of discharge, the employee shall have seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, to request an appeal hearing before the Mayor. Such request shall be in writing and delivered to the office of the Mayor at City Hall.
- b. Upon receipt of a request for an appeal hearing, the Mayor shall within five (5) working days cause to be set a time and place for the appeal hearing and written notification thereof shall be provided to the employee, the Human Resources Director, and City Attorney. The appeal hearing shall be held within fifteen (15) working days after receipt of the request for hearing. The appeal hearing shall be conducted informally and recorded electronically.
- c. At the hearing, the City Attorney, Department Director, and/or City Administrator shall present oral or written statements, reports, and documents supporting the disciplinary action.
- d. The accused employee, the employee's representative and attorney, or other person on the employee's behalf, may present oral or written statements, reports and documents in response to the proposed disciplinary action.
- e. Each side shall be limited to a total time for making their respective presentations of one (1) hour or less. The Mayor upon good cause shown may extend the time for presentation.
- f. Upon conclusion of the appeal hearing, the Mayor shall make a determination in writing to dismiss, modify, or impose the proposed disciplinary action. The proceedings before the Mayor at the appeal hearing shall constitute the sole basis on which the Mayor's

determination shall be based. Modification may include any lesser disciplinary action than that which was proposed, including written reprimand II, reduction in pay, demotion, or change in the terms of suspension and/or demotion and may provide for a period of probation, counseling, treatment, or other corrective actions on the part of the employee.

A copy of the Mayor's written determination shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence. A copy of the Mayor's written determination shall be delivered to the City Administrator, City Attorney, and the Human Resources Director. The Human Resources Department shall place a copy of the Mayor's written determination in the employee's personnel file.

Should the employee be dissatisfied with the Mayor's determination, the employee may appeal to the District Court of Hall County, Nebraska, in accordance with the procedures provided by the statutes of the State of Nebraska. The filing of a petition in error by the employee or the service of summons upon the City shall not stay enforcement of a disciplinary action. The City may do so voluntarily, or the City may comply with such stay as is ordered by the District Court of Hall County.

Sec. 3.03 EMPLOYEE GRIEVANCES

The following will be the grievance procedure for employees of the City of Grand Island, except those that are members of a recognized bargaining unit. Members of bargaining units shall use the grievance procedures provided in their respective labor agreements.

Each person may present a grievance to their immediate supervisor who will respond in writing within 5 working days. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.

If the person is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Director who will notify the Human Resources Director and City Administrator. The Department Director will, with the advice and consent of the City Administrator, respond in writing within 5 working days.

In the event that the person is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within 5 working days. The Human Resources Director will investigate the grievance and forward the results to the grievant, the City Administrator, and the Mayor. The Mayor may conduct a review of the record and notify the grievant of the Mayor's decision.

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers, and authority include but are not limited to the following:

- Discipline or discharge for just cause arising under the City Personnel Rules.
- Direct the work force.
- Hire, assign, or transfer employees.
- Determine the mission of the City.
- Determine the methods, means, and/or number of personnel needed to carry out the City's mission.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.
- Contract out for goods or services.
- The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments.

Sec. 3.04 RESIGNATIONS, RETIREMENTS, AND LAYOFFS

RESIGNATIONS: To resign in good standing, an employee must give the Department Director written notice at least 14 calendar days prior to termination, unless the Department Director agrees to permit a shorter period.

RETIREMENT: An employee may, but is not required to, retire on the first day of the month following his/her 65th birthday. Uniformed members of the Police and Fire Divisions shall be retired in accordance with the provisions of State statutes covering retirement of these classifications.

Retired employees, except police officers and firefighters, shall, when eligible, receive a pension as provided for in City Ordinance No. 4244 as amended. Police officers and firefighters, when eligible, shall receive a pension as provided for by State statutes.

The Mayor may, at his/her discretion, grant an early retirement option under the general employee pension plan upon the request of an employee. The employee must be at least 55 years of age and must have at least ten years of participation in the employee pension plan.

REDUCTION IN FORCE: Whenever it is determined to be in the best interest of the City to reduce its workforce, the Director of the affected department, the Mayor, or City Administrator will recommend the implementation of the reduction.

Factors that will be taken into consideration shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee;
- The multiple job skills recently or currently being performed by the employee;

Upon the receipt of the recommendation, a determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

RECALL: Employees laid off under this reduction in force policy shall be eligible for recall for a period of 2 years after layoff. If, within 2 years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After 2 years, the employee will have no preference for rehire.

SEVERENCE PAY: Employees with 5 or more years of continuous employment with the City whose employment is terminated by a reduction in force will be entitled to severance pay equal to one month's pay. Employees who retire or are terminated through disciplinary action will not receive severance pay. The Mayor may grant severance pay in resignation cases when deemed appropriate. The Mayor may grant severance pay greater than one month's pay upon a determination that such action is in the best interest of the City.

Sec. 3.05 USE OF CITY PROPERTY AND EQUIPMENT

Property and equipment that is provided by the City to carry out the duties of day to day business is to be used in the way that it is intended. Personal use of City property and equipment including computers and Internet service is prohibited.

Sec. 3.06 CITY GOVERNMENT COMPUTER NETWORK

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

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

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

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

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

- Internet access, hardware, and software must be authorized and installed by appropriate personnel in each City department. Employees authorized to download software or browser plug-ins should be provided with safety guidelines and virus protection software.
- Certain features of the Internet can clog the City's network and e-mail system and should be used only for work-related purposes. Examples would be:
 - a. Listserv's, which generate large volumes of e-mail
 - b. Streaming media, which uses large bandwidth
 - c. Radio, music, and other downloading of a personal nature
 - d. Continuous access services such as weather maps

- Resources, of any kind for which there is a fee, must not be accessed or downloaded without prior approval from the supervisor.
- Individual users must be aware of and at all times attempt to prevent potential City liability in their use of the Internet.
- Employees should be aware that there is a wide variety of information on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the City has no control over and can therefore not be responsible for the content of information available on the Internet.

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

Sec. 3.07 TELEPHONE USAGE

Personal long distance telephone calls on landlines are prohibited when charged to the City of Grand Island.

An allowance is made for telephone calls charged to their parties, such as:

- 1) Calling card
- 2) Charged to your home phone
- 3) Collect call

The telephone calls authorized by this allowance are still restricted by departmental policies. Personal directory assistance calls are allowed when charged to the employee's personal calling card.

Cellular phones should be used in a manner that is not disruptive in the workplace.

Sec. 3.08 POLITICAL ACTIVITY

City employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity.

Employees in certain departments will be additionally restricted due to funding of that department through state and federal funds. Employees are urged to contact their Department Director to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

City employees may not be a candidate or be elected to the office of Mayor or City Council while employed.

Sec. 3.09 EMPLOYEE ORGANIZATIONS

City employees have the right to choose whether they wish to belong to employee organizations. No employee may be reprimanded, threatened, or discriminated against because the employee elects to join or refrain from belonging to an employee organization.

Sec. 3.10 SAFETY AND RISK MANAGEMENT

It is the goal of the City of Grand Island to provide a safe and healthful workplace for all employees. The city's policy is aimed at minimizing exposure to health or safety risks of employees and visitors at the City's facilities.

In order to accomplish this, each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to their supervisor. Employees that violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor. Such reports are necessary to comply with laws and initiate worker's compensation benefits.

The City has safety committees comprised of employees and management to help ensure a safe and healthful workplace. In addition to departmental safety committees, the City shall maintain a Risk Management Committee that is comprised of members that represent and act as liaisons between the different departments of the City. This committee is responsible for the coordination of all citywide safety activities, analysis of citywide accident trends, and recommending procedures that may improve safety in the departments.

Sec. 3.11 WORKER'S COMPENSATION

The City of Grand Island will comply fully with the Worker's Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

The City may provide light duty work when possible for a defined period of time for employees that are injured due to a work related situation.

Sec. 3.12 RESIDENCY

All Department Directors are required to reside within ten miles of the zoning jurisdiction. All Emergency Management employees are required to reside within a twenty-five mile radius of the City of Grand Island. All Utilities Department employees are required to reside within the residency boundaries of the department. Residency for police and fire employees are established by contracts.

Employees that drive City vehicles home and senior management personnel need to check their department's Standard Operating Procedures in reference to residency requirements.

Employees will establish residency within six months after the calendar day of the start of employment and will maintain residency during the term of employment. For purposes of these Personnel Rules and Regulations, residency will mean the employee's domicile.

Sec. 3.13 NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. They may, however, be employed in different divisions of the same

department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

Sec. 3.14 OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from their Director as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

Sec. 3.15 REIMBURSABLE BUSINESS TRAVEL EXPENSES

The City will follow the provisions of Ordinance 7978, as updated; commonly known as the "Miscellaneous Expenditures Act" in determining reimbursable expenses. When there is any conflict between this provision and Ordinance 7978, as amended, Ordinance 7978 shall supercede these provisions.

Per Diem rates will be used for mileage and meals. Per Diem rates can be found at www.policyworks.gov/perdiem.

§27-62. Business Travel (Chapter 27 of the Procurement Code)

The following procedures shall be used for business travel:

(A) Transportation Method

- I. When travel is by air, advance ticketing by purchase order will be utilized whenever possible to obtain the lowest available coach fare.
- II. All refunds, travel coupons, and other promotions in connection with business travel shall be returned to the City.
- III. When ground travel is required, City vehicles shall be used whenever possible.

(B) Lodging

- I. Reimbursement for non-commercial lodging is not permitted.
- II. When personnel are accompanied by non-City personnel, only the costs attributed to the City personnel are reimbursable.

(C) Expenses

I. The following expenses are reimbursable upon affidavit of expenditure and receipts are not required: parking fees, taxi, and bus fares, and highway tolls.

II. The following expenses are reimbursable upon submission of paid receipts:

- (a) registration, tuition, and fees for official functions related to the travel;
- (b) supplies or equipment required for travel or training;
- (c) rental cars and;
- (d) traveler's checks fees.

III. The following expenses are not reimbursable:

- (a) entertainment, including television rentals, VCR, or DVD;
- (b) personal expenses, e.g. hygiene items, magazines;
- (c) travel insurance and;
- (d) alcoholic beverages.

(D) Travel Advances. Travel advances are not authorized, except under special circumstances with written prior approval of the Finance Director. The use of credit cards and advance purchase order payment of lodging and transportation expenses are encouraged.

(E) Expense Claims. Personnel on authorized travel must submit expense claims to the Finance Department immediately upon return, but not later than four (4) work days after return to duty when at all possible. All receipts, unexpended City funds and funds due the City, shall be returned at that time. All expenses (including prepaid expenses) shall be summarized and accounted for.

Any employee desiring to attend a meeting, conference, seminar, or other official out-of-state event for duration of more than one day shall obtain the approval of their supervisor, Department Director, and City Administrator/Mayor.

Sec. 3.16 ALLOWABLE INTERVIEW AND RELOCATION EXPENSES

After advance approval has been received by the Mayor, interview and relocation expenses shall be paid by the City of Grand Island for the recruitment of personnel.

Interview expenses, including meals, overnight accommodations, and transportation shall be provided.

Reasonable relocation expenses may be provided to new personnel for moving. Relocation expenses shall be based on actual expenses documented by itemized expense claims. Expenses related to the spouse for relocation may be permitted. Under certain circumstances, approved by the Mayor, the City of Grand Island may pay for moving expenses up to the actual amount paid.

The new employee, by this policy, is provided some discretion in the use of the relocation allocation.

Sec. 3.17 FAMILY and MEDICAL LEAVE ACT

This policy establishes the rights and obligations of the City of Grand Island and its employees with respect to leave necessary for medical care of employees and their families pursuant to the 1993 Family and Medical Leave Act more commonly referred to as FMLA.

An employee must be employed by the City for at least 12 months (the 12 months need not be consecutive) to be eligible to receive leave under this policy. Additionally, the employee must have worked at least 1,250 hours in the year proceeding the date the employee seeks to start the leave.

Eligible employees are entitled to take up to 12 weeks of unpaid leave during a 12 month period for the following purposes: childbirth, adoption or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition; or one's own serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. The City will observe a rolling 12-month period for purposes of tracking leave.

Employees requesting leave due to the birth, adoption, or placement of a foster child are required to provide written notice at least 30 days prior to the date that leave is anticipated to begin or as soon as is possible if the event would occur earlier than anticipated.

Employees requesting family leave related to the serious health condition of themselves or a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for such leave, the beginning and ending dates, and the estimated time required. Failure to provide required certifications may result in the denial of the leave or request for leave on an intermittent basis.

When both spouses are employed by the City, they are jointly entitled to a combined total of 12 weeks of leave if the leave is for the birth, adoption, or placement of a foster child or to care for a parent with a serious health condition. Each spouse is entitled to 12 weeks of leave if the leave is due to his/her own serious health condition or to care for a son, daughter, or spouse with a serious health condition.

An eligible employee that is taking FMLA leave is required to use all accrued sick leave before going on unpaid status. The employee may choose, but is not

required, to use accrued vacation and personal leave prior to taking leave on unpaid status.

BENEFITS WHILE ON LEAVE: During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Finance Department prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, sick leave time, holidays and personal days.

RETURN TO DUTY: An employee who has taken leave for his/her own serious health condition, will be required to present certification of fitness for duty from a health care provider prior to returning to work. Failure to provide certification may cause denial of reinstatement.

Upon return to duty, an employee is entitled to restoration of the former position or an equivalent position with equivalent pay and benefits.

Sec. 3.18 CITY HALL CLOSURE

When the decision to close City Hall has been determined during regular business hours (8:00 a.m. – 5:00 p.m.) a citywide notice will be sent notifying employees of the closure as well as an announcement made over the City Hall intercom.

During regular business hours as well as after hours (5:00 p.m. – 8:00 a.m.) employees have the opportunity to call 385-5444 Ext. 511 and a message of the closure will be recorded by the City Administrator. This message only applies for the date stated within the message.

- The written and verbal announcement for closure during regular business hours will be as follows (and sent to Department Directors prior to the closure release to give the Director an opportunity to notify emergency and essential personnel within their department):

Due to the (Condition of closure) City Hall will be closing today at (time) and will reopen tomorrow for regular business hours. Personnel that are not essential during (condition of closure), as determined by your Department Director, will make arrangements to leave City Hall at the determined closing time. Employees are encouraged to consider their

own safety when deciding whether to travel to and from work. A message will be left at 385-5444 Ext 511 if the closure of City Hall is determined for tomorrow.

- The verbal announcement of City Hall closure after hours for the prior business day will be recorded as follows:

Due to the (conditions of closure) today (state date) City Hall will be closed and will reopen tomorrow (state date) for regular business hours. All personnel determined essential by the Department Directors will report to work.

The Department Director will determine who is essential and who is not and will confirm this decision within the employee's job description or verbally during the event.

The employees pay will be handled in the following manner:

If City Hall is closed on the employees regularly scheduled work day the employee is paid regular pay for the day.

If City Hall is open for any part of the day and the employee chooses not to come in, the employee will use vacation or personal time.

If the employee had already scheduled the day off, they will use the leave hours they already requested. (I.e. vacation, funeral, etc)

Sec. 3.19 POSITION CLASSIFICATION

The Human Resources Department will be responsible for the maintenance of a classification plan based on an analysis of duties of each position in the City. Written specifications, also known as job descriptions, will be approved by the City Administrator. Each description will define the class, summarize the duties to be performed, and establish the minimum standards of experience and qualifications required for appointment. Duties described in the job description may not be all-inclusive and do not restrict the assignment of other duties.

Each Department Director is responsible for the assignment of duties, location of work, tools and equipment furnished, work schedule, and working conditions. Directors may request a classification review of any position in his/her department at any time.

With the approval of the Department Director an employee may request a classification review of his/her own position at any time, provided the position has not been reviewed within the last 6 months. Such requests will be submitted to the Human Resources Director in writing through the Department Director.

Sec. 3.20 EMPLOYMENT CATEGORIES

Each employee is employed in a classification that is considered either “exempt” or “non-exempt”. Non-exempt employees are entitled to overtime pay under the Fair Labor Standards Act for hours worked over 40 in the same workweek. Exempt employees are not entitled to such overtime pay. In addition to these distinctions, each employee will also fall into one of the following employment categories:

TEMPORARY/SEASONAL employees are those who are hired as interim replacements or seasonal help to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. While temporary employees receive all legally mandated benefits, such as worker’s compensation and social security, they are not eligible for any other benefit programs offered by the City of Grand Island.

REGULAR PART-TIME employees are those that work less than 40 hours per week and are not seasonal/temporary or in their introductory period. Employees that work 30 hours per week or more are eligible for single coverage health insurance benefits. Employees that work less than 30 hours per week will not be eligible to take part in the City’s health plan. Benefits for regular part-time employees, who work at least 30 hours per week, are prorated based on their average hours of work during the year.

REGULAR FULL-TIME employees are those who are not in a temporary, introductory, or part-time status and who are regularly scheduled to work a full-time schedule with the City. These employees are eligible for the City’s benefits program.

Sec. 3.21 INTRODUCTORY PERIOD

All employees, other than temporary/seasonal, shall normally serve an introductory period as determined by the department that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee’s performance that does not meet required standards may be terminated without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Department Director shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination shall be forwarded to the Human Resources Department and City Administrator for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.

A performance evaluation and change of status form that requests the employee be removed from the introductory status will signify successful completion of the introductory period. The Department Director may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he/she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

Sec. 3.22 REGULAR STATUS

Once an employee successfully completes his/her introductory period, the employee is then appointed to regular status.

An employee that is hired in Step 1 or 2 shall be eligible for a step increase upon successful completion of the introductory period. Any employee hired in a step higher than 2 shall not be eligible for a step increase until the completion of one year of employment with the City.

Upon appointment to regular status, an employee will receive the following vacation time:

1. Upon completion of the six month introductory period – 5 days
2. Upon completion of a one year period – an additional 5 days

Regular status employees will then begin accruing vacation leave and be eligible to use accrued vacation at the rate established by these rules.

Sec. 3.23 HOURS OF WORK

The 40-hour workweek shall be the standard workweek unless otherwise provided. All employees may be required to work over 40 hours per week. Employees in non-exempt classifications shall be compensated at a rate of time and one half of their regular rate of pay for all hours worked over 40 in the work

week. Exempt employees are not eligible for overtime for hours worked in excess of 40 during the workweek. For purposes of calculating overtime, hours worked shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

Department Directors may establish work periods and hours of work, which differ from the standard to meet special department needs or workloads with the approval of the City Administrator.

COMPENSATORY TIME: Compensatory time may be taken in lieu of time and half pay for overtime worked if approved by the Department Director. Each hour of overtime worked will be credited at one and one-half hours of time that can be taken off at a later date. The use of Compensatory time must be permitted by the Department policies and meet the Departments needs. These hours need to be recorded in the payroll system at the time of accrual and use.

When allowed by the Department Director, an employee may accrue no more than 60 hours of compensatory time. Any exceptions to this provision must have the written authorization of the Human Resources Director.

LUNCH PERIODS: Lunch periods may be established in one-hour or one half-hour increments. In the event that the employee is required to work through the lunch period or have lunch at their desk, the time will be added to the hours worked for the day.

REST PERIODS: Rest periods, more commonly referred to as “breaks” may be taken in 15 minute increments during each one-half workday when possible. No more than one break per half workday is permitted. Employees are encouraged to take breaks when the work load allows, but may not save up break time to use in larger increments than 15 minutes or to leave work early. Break time is to be used in the spirit in which is intended for and abuse of rest periods may be cause for disciplinary action.

PAY SCHEDULES: The City Human Resources Department in conjunction with the Finance Department will maintain pay schedules for approved classifications as prescribed by City Ordinance. The City may revise the pay schedule when changes in classes, availability of labor supply, prevailing rates of pay/comparability, or economic conditions so dictate. The new pay schedules will become effective upon the effective date of the ordinance that has been approved by the Mayor and City Council.

All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Any employee, who starts in Steps 1 or 2 and successfully completes their introductory period, may move to the next step after 6 months of service. Once

an employee reaches Step 3 and above, they will remain in each step for at least 1 year with their performance to be evaluated on the anniversary of the change of status. Following is an example:

Step 1	Entry level
Step 2	Upon successful completion of the introductory period, not less than 6 months.
Step 3	Upon 6 months of service in Step 2 or successful completion of the introductory period.
Steps 4-8	Upon the annual anniversary of the change of status with a satisfactory evaluation.

Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

An employee receiving the highest possible rating in all categories may be considered for more than a one-step increase when recommended by the Department Director and approved by the Human Resources Director and City Administrator.

PROMOTIONS: An employee who is promoted will be placed in the lowest step of his/her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in his/her new position, he/she may be reviewed by their Department Director for a step increase at this time.

DEMOTIONS: The pay of any employee who is demoted will be on the same step of the pay grade for the job classification to which the employee is being demoted. The City Administrator may at his/her discretion place the demoted employee on a step of the new pay grade that will ensure that the pay of the demoted employee has been reduced.

PAY PERIODS: All employees will be paid biweekly. The pay period may be larger or smaller than two weeks. The Finance Director may, at his/her own discretion, because of unforeseen incidents, change the day on which paychecks will be issued. If a holiday falls in the payroll processing week, the direct deposits may be delayed by one day. Direct deposit is required for all City employees.

SAFE HARBOR: The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in his/her paycheck should

contact his/her supervisor and/or the Payroll Specialist so that it may be corrected. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

CALL BACK PAY: An employee that is called into work from his/her home will be eligible to receive compensation at the rate of time-and-one-half for the actual hours they are engaging in work.

CHAPTER FOUR

LEAVE POLICIES

Employees qualify for the following leave banks only if they are regular status employees that work an average of 30 hours per week. Employees that work on an average of less than 40 but more than 30 shall receive the following leave on a prorated basis.

Sec. 4.01 LEAVE

The following types of leave are established and shall apply to all employees covered by these rules and regulations:

- | | |
|-------------------|--------------------------|
| 1. Paid Holidays | 7. Administrative Leave |
| 2. Vacation Leave | 8. Leave of Absence |
| 3. Medical Leave | 9. Funeral Leave |
| 4. Accident Leave | 10. Family Medical Leave |
| 5. Military Leave | 11. Personal Leave |
| 6. Court Leave | 12. Compensatory Time |
| | 13. Convenience Day |

All departments shall maintain a record of each employee accounting for time worked. All types of leave used must be documented on an Absence Report form as provided by the Human Resources Department. Each department is responsible for keeping track of vacation and medical leave for the employees within the department. The records should reflect hours earned, used, and unused.

Sec. 4.02 PAID HOLIDAYS

The City recognizes the following holidays as paid holidays and the dates that they will be observed on:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	
Christmas Day	December 25

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. The Mayor may designate such special holidays as circumstances merit.

Non-exempt regular full-time and part-time employees who are required to work on a holiday will be granted overtime pay for the time period worked. Regular part-time employees, who work an average of at least 30 hours per week, will be eligible for paid holidays on a prorated basis.

Temporary/Seasonal employees are not eligible for paid holidays, and if required to work on a holiday will be paid for the time worked at their normal rate of pay.

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday will be allowed. In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by his/her supervisor.

Employees in classifications that do not provide for overtime pay (exempt) shall receive annually a paid holiday to be known as a Convenience Day. The employee's supervisor must approve the date selected.

Sec. 4.03 VACATION LEAVE

Vacation leave must be used in not less than one-half hour increments.

All regular status full-time employees are eligible to take vacation leave as it is earned and will accrue vacation leave in bi-weekly increments in the following manner:

Years 1 through 4	10 working days
Years 5 through 6	15 working days
Years 7 through 8	16 working days
Years 9 through 10	17 working days
Years 11 through 12	18 working days
Year 13	19 working days
Years 14 through 19	20 working days
Years 20 through 24	21 working days
Year 25 and beyond	22 working days

Regular part-time status employees will accrue vacation at a prorated amount based on the average hours worked.

Temporary/seasonal employees are not eligible for paid vacations.

Directors will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department.

Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five consecutive days which may include weekends, holidays, and vacation. Holidays, which occur during an employee's vacation, do not count as vacation time.

CARRY-OVER

Employees will be allowed to carry-over the maximum amount of vacation that they earn in one year, plus 80 hours. Current vacation time and carry-over time may be used during a single calendar year when authorized.

An employee who fails to use his/her vacation time through the employee's own decision loses all but the maximum carry-over amounts as mentioned above. The Human Resources Director and City Administrator may waive the provisions of this section in extreme circumstances for the good of the City.

TRANSFERS

When an employee transfers from one department to another in the City Personnel System, his/her vacation accrual will be transferred to the new department. Transfers made for the convenience of the employee will result in loss of preference in the scheduling of vacation time.

PAYMENT FOR VACATION TIME NOT TAKEN

Upon termination, regular status employees will be paid in cash for all unused accrued vacation. In the event of the death of a regular status employee, payment will be made to the employee's beneficiary or estate for all unused accrued vacation time.

ADVANCE VACATION

The City Administrator may advance vacation leave to a regular status employee in an amount not to exceed that which the employee would earn during the calendar year. Employees who have been advanced vacation leave will reimburse the City for all used unearned vacation leave upon termination.

4.04 MEDICAL LEAVE

Medical leave will be charged in one-half hour increments.

Medical leave is defined as a period in which an employee is incapacitated for performance of his/her duties by sickness or injury. It may be a period when an employee is away from work because of medical, surgical, dental, or optical appointments, or treatment. An employee would qualify for medical leave in the event that his/her exposure to a contagious disease would jeopardize the health of others by being present at the workplace.

Another situation where an employee would qualify for medical leave is to care for an immediate family member that is ill or injured. For purposes of medical leave, "immediate family member" shall mean a child, spouse, parent, and parents-in-law. "Child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis".

Medical leave may also be used to cover disabilities related to pregnancy.

ACCRUAL OF MEDICAL LEAVE

Medical leave will be accrued at a rate of one working day per month for full-time regular status employees. Part-time regular status employees, who work at least 30 hours per week, will accrue medical leave based on their average hours of work.

RESTRICTIONS ON MEDICAL LEAVE USE

Department Directors may grant medical leave with pay in accordance with the following provisions:

- Medical leave may not be granted in advance of accrual.
- Medical leave may not be used as vacation leave.
- Introductory period employees will be entitled to medical leave at the same rate as regular status employees.
- Leave without pay may be granted for sickness and disability extending beyond earned balances in accordance with FMLA leave, if applicable.
- After six continuous months of service, vacation leave balances may be used for medical leave when medical leave balances have been exhausted.
- The amount of medical leave granted for necessary care of a sick member of an employee's immediate family may not exceed five consecutive workdays unless the Department Director grants more time because of unusual circumstances.

- In the event of the death of a member of an employee's immediate family, household, or a close friend, the employee may use medical leave balances to cover up to five working days. The Department may grant more time because of unusual circumstances.
- The amount of medical leave charged against an employee's accrual will be computed on the basis of the exact number of days or hours an employee is scheduled to work, not to exceed 8 hours when leave is utilized.
- Holidays or other regular days off will not be counted in charging medical leave.
- Extended or planned medical leave needs to be requested in advance whenever possible, e.g., surgery, maternity leave, etc.
- Employees are encouraged to use personal leave for non-emergency dental, optical, medical appointments, and examinations. Medical leave may be denied for the same by the Department Director if personal leave balances are available for the employee's use.
- When an employee transfers within the City Personnel System, the employee's medical leave accrual will be transferred to the new assignment with the employee.
- Employees who are laid off and reinstated will have restored that portion of their unused medical leave accrual.
- The applicability of the Family and Medical Leave Act Policy must be determined at the time medical leave is requested.
- When an employee is unable to perform his/her duties due to an injury or sickness arising from the course of employment, any available leave may be used for the period of time that no compensation is allowed pursuant to Section 48-119 of the Nebraska Revised Statutes, commonly known as Nebraska Worker's Compensation Law. If no leave is available, accident leave may be used for the period of time that no compensation is allowed under said law.
- All medical leave accrual will expire on the date of separation and no employee will be reimbursed for outstanding medical leave at the time of termination except as provided in these rules and regulations.

COMPENSATION FOR UNUSED MEDICAL LEAVE

The City will include in the second paycheck in January of each year; payment for an employee's unused medical leave in excess of 960 hours accrued in the

preceding calendar year. Employees will be compensated at the rate of one-half of their hourly rate of pay for each hour in excess of 960, based on the employee's current rate of pay at the time of compensation.

All non-union employees will have a contribution made into a VEBA (Voluntary Employee Benefits Association) Trust in the employee's name for one-half of their accumulated medical leave at the time of their retirement. The contribution will be based on the employee's salary at the time of retirement.

Department Director's will have a contribution made into a VEBA Trust in the employee's name for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon his/her resignation. The contribution will be based on the employee's salary at the time of termination. Compensation at retirement, for unused medical leave will be the same as provided for all other employees above.

In the event of the death of an employee payment will be made to the employee's beneficiary or estate .

REPORTING OF ABSENCE ON MEDICAL LEAVE

In the event that an employee is absent from work, for reasons that entitle the employee to use medical leave, the employee is responsible for notifying his/her supervisor at least 30 minutes prior to duty time. If the employee fails to notify his/her supervisor or the person designated to receive such calls, no medical leave will be approved, except in unusual circumstances to be determined by the Department Director.

Immediately upon return to work, the employee needs to submit an Absence Report form as provided in these rules.

INVESTIGATION OF USE OF MEDICAL LEAVE

Department Directors may investigate the alleged illness of an employee absent on medical leave. False or fraudulent use of medical leave may be cause for disciplinary action and may result in termination.

MEDICAL STATEMENT

An employee who is absent on medical leave for more than three consecutive days because of an illness of his/her own or that of an immediate family member, will be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the Department Director before returning to work.

Sec. 4.05 FUNERAL LEAVE

As mentioned earlier, upon the death of a member of the employee's immediate family or a close friend, an employee may be allowed leave for funeral purposes upon approval of the Department Director. This leave will be deducted from the employee's medical leave account.

Sec. 4.06 COURT LEAVE

An employee who is required to serve as a witness or juror in a federal, state, county, police, municipal court, or as a litigant in a case resulting directly from the employee's work with the City, will be granted court leave with full pay to serve in that capacity.

An employee who is called to testify in other litigation that does not involve the employee's employment with the City, will not be granted court leave but may use vacation leave, compensatory time, or leave without pay.

An employee who is called as a witness or for jury duty will provide his/her supervisor with the original summons or subpoena from the court and at the conclusion of duty, a signed statement from the clerk of the court, or other evidence showing actual time in attendance in court.

Fees received for jury service in a federal, state, or county court will be deposited with the Finance Director upon the employee's receipt. This does not apply to funds received by employees who would not have been on duty with the City.

Sec. 4.07 ADMINISTRATIVE LEAVE

Department Directors may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals, and activities directly related to his/her work.
- To investigate a disciplinary issue,
- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.

Department Directors may not grant administrative leave in excess of fifteen days. The Mayor must approve requests for leave in excess of fifteen days.

Sec. 4.08 MILITARY LEAVE

The City will follow provisions relating to military leave as provided by Nebraska Statutes. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for 2 additional pay periods, minus any hours that he/she is available to work during that period. The employee's health insurance benefits may remain in place at the same premium level for 3 additional calendar months at their request.

An employee will only be eligible to receive the additional Active Duty Leave one time during the course of a military action.

Sec. 4.09 ACCIDENT LEAVE

Accident leave is provided by the City to allow a period of recovery from on-the-job accidents. Full pay and benefits will be provided for 150 consecutive calendar days, subject to the waiting provisions in Section 48-119 of the Nebraska Workers Compensation Law. Pursuant to that provision, no compensation will be allowed for the first seven calendar days after a disability begins unless that disability continues for six weeks or longer. When the disability lasts less than six weeks, employees may use any additional leave for the initial seven days and will be granted accident leave if no other leave is available.

Employees governed by the Civil Service Act of the State of Nebraska will be provided accident leave according to state statute.

Workers Compensation Benefits that replace lost salary are to be retained by the employee and the City will supplement these benefits up to the full gross salary during the period of time that the employee continues to receive salary benefits under these rules.

Should the employee receiving accident leave pay, collect from any other party for wages, he/she must reimburse the City for wages paid as accident leave to the extent wages are collected from any other party.

Sec. 4.10 LEAVE OF ABSENCE

Department Directors may grant an employee a leave of absence without pay for a period not to exceed 30 days if no leave banks are available. The Mayor must approve a request for a leave of absence without pay in excess of 30 days.

Sec. 4.11 PERSONAL LEAVE DAYS

Personal leave must be used in not less than one-hour increments.

The City provides two non-cumulative personal leave days each calendar year to all full-time regular status employees. Personal leave days are provided to employees to use in lieu of medical days for routine medical visits and to allow employees to take care of other personal business.

One personal leave day must be taken within the first six months of the calendar year and one personal leave day must be taken within the last six months of the calendar year. Prior approval of the Department Director is required for the days that are requested off.

In addition to two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the calendar year and must be used by the end of the calendar year. Annual personal leave may not be taken in less than one hour increments.

Sec. 4.12 CONVENIENCE DAY

One convenience day will be granted each calendar year to all exempt employees. This leave must be used in a full-day increment and the date of leave approved by the employee's supervisor.

CHAPTER 5

BENEFITS

To be eligible for benefits with the City, employees must be classified as a regular status employee and regularly work 30 hours per week.

Sec. 5.01 HEALTH/DENTAL INSURANCE

Health/dental insurance benefits are provided to regular status full-time employees. This insurance covers the employee and the employee's spouse and children, when eligible. Regular status part-time employees that maintain an average of at least 30 hours of work per week are eligible for single coverage benefits only. The City maintains the right to require employees to pay a portion of the insurance premium cost.

Employees are eligible to participate in the program on the first of the month following completion of 60 days of employment. A copy of the current health benefit plan will be given to all eligible new employees in the orientation process and is available to all personnel who request it through the Human Resources Department.

The City of Grand Island will comply with all Consolidated Omnibus Budget Reconciliation Act (COBRA) laws that apply to each employee as he/she leaves employment.

Sec. 5.02 LIFE/ACCIDENTAL DEATH INSURANCE

All regular status employees who work on average at least 30 hours per week will receive City-paid life/accidental death insurance coverage. Employees may obtain additional life and accidental death insurance at their own expense through the City.

A copy of the current life insurance benefit plan will be given to all eligible new hires during orientation and is available to all personnel who request it through the Human Resources Department.

Sec. 5.03 CAFETERIA PLAN

The City provides employees with the opportunity to set money aside from their paychecks into a cafeteria plan. This plan allows an employee to set money aside for expected medical and daycare expenses on a pre-tax basis. For more details, contact the Human Resources Department.

Sec. 5.04 PENSION PLAN

The City provides a pension plan that employees are eligible for immediately. Participation is mandatory upon the first day of employment. Employees defer 6% (pre-tax) of their pay into the pension plan. The City matches the 6% contributed by the employee. Employees direct 100% of Employee and Employer contributions. The vesting schedule is as follows:

- 1 year = 60%
- 2 years = 70%
- 3 years = 80%
- 4 years = 90%
- 5 years = 100%

Sec. 5.05 LONG TERM DISABILITY

The City provides its employees with long term disability coverage. Employees are eligible for coverage the first of the month following 60 days of continuous employment.

Sec. 5.06 TUITION REIMBURSEMENT

Tuition reimbursement will be available after 6 months of employment subject to the following qualifications, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

Qualification Process – the Department Director based on the following considerations will make the determination of whether a request qualifies for the Tuition Reimbursement Program:

- There is budget authority.
- The course is job related.
- There is supervisor approval
- The employee requesting reimbursement is not eligible for other assistance programs.

Approval Process – To receive tuition reimbursement the employee must submit a “Tuition Request Form”, which contains the qualification information listed above as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

C or better – 100%

The Department Director will include the request for reimbursement in the next payroll period.

Sec. 5.07 BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1000 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee’s average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

Sec. 5.08 CLOTHING ALLOWANCE

Some departments require certain items of clothing as standard equipment. In those instances where a requirement has been imposed, the cost of said requirement will be either partially or fully paid by the City. Allowances vary by department and are subject to labor contracts.

Sec 5.09 VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All non-union employees will be eligible to participate in the group VEBA. A contribution will be made on the employee’s behalf each pay period. Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City. Human Resources will provide employees with material that further defines the plan.

R E S O L U T I O N 2006-266

WHEREAS, on October 26, 1996, by Resolution 96-294, the City of Grand Island adopted the *City Personnel Rules and Regulations*; and

WHEREAS, City Council reviewed proposed changes to the personnel rules at the study session held on August 29, 2006; and

WHEREAS, the City Council may, by resolution, amend said rules and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendments to the City Personnel Rules and Regulations as outlined above and hereby approved and adopted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 12, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form September 8, 2006	_____ City Attorney
--	------------------------



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item J1

Approving Payment of Claims for the Period of August 23, 2006 through September 12, 2006

The Claims for the period of August 23, 2006 through September 12, 2006 for a total amount of \$2,987,904.68. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, September 12, 2006

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of August 9, 2006 through September 12, 2006

The Claims for the Library Expansion for the period of August 9, 2006 through September 12, 2006 for the following requisitions.

#34 \$388,607.92

A MOTION is in order.

Staff Contact: Steve Fosselman

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 34

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 Co.	\$ 388,607.92	Design/Build Contract

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 September, 2006.


Project Manager

FROM: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801
(308) 382-2760 Fax (308) 382-2770

TO: Grand Island Facilities Corp
211 N Washington
Grand Island, NE 68801

ARCHITECT: CMBA

CUSTOMER: 0001
INVOICE #: 083106
INVOICE DATE: 08/29/06
PERIOD TO: 08/31/06
CONTRACT DATE: 07/01/05
APPLICATION #: 11

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

PROJECT:

APPLICATION FOR PAYMENT

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.....	\$ 2,721,183.75
(Column G on Continuation Sheet)	
5. RETAINAGE:	
a. 5% of Completed Work.....	\$ 136,059.20
(Column D+E on Continuation Sheet)	
b. 0% of Stored Material.....	\$ 0.00
(Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or	
Total in Column I on Continuation Sheet).....	\$ 136,059.20
6. TOTAL EARNED LESS RETAINAGE.....	\$ 2,585,124.55
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 2,196,516.63
(Line 6 from prior Certificate)	
8. SALES TAX (if applicable).....	\$ 0.00
9. CURRENT PAYMENT DUE.....	\$ 388,607.92
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 3,114,875.45
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Mid Plains Construction Co.

State of Nebraska County of Hall



By: [Signature]

Date: 8-19-06 Subscribed and sworn to before me this 29th day of August, 2006
Notary Public: Donna Preisendorff
My Commission Expires: 12/26/08

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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.....\$ 388,607.92

ARCHITECT: CMBA

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.