
City of Grand Island



Tuesday, June 12, 2007

Council Session Packet

City Council:

**Tom Brown
Larry Carney
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Scott Walker
Fred Whitesides
Jose Zapata**

Mayor:

Margaret Hornady

City Administrator:

Vacant

City Clerk:

RaNae Edwards

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

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Robert Washington, Apostolic Rock Ministries, 801 Stoeger Drive

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, June 12, 2007

Council Session

Item E1

**Public Hearing Concerning Acquisition of Utility Easement -
Along the R-O-W Line of State Street from the Outfall Ditch to 1/4
Mile West - Shafer**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: June 12, 2007

Subject: Acquisition of Utility Easement – Along the Right-of-Way Line of State Street from the Outfall Ditch to ¼ Mile West - Shafer

Item #'s: E-1 & G-10

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 Shafer Commercial Properties, LLC, located along the Right-of-Way line of State Street from the Outfall Ditch to ¼ mile west, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place three phase underground electrical feeder cable along the south side of State Street. The feeder will provide electrical power and provide back-up to the two subdivisions of Summerfield Estates and Prairie Acres. The Subdivisions have not been filed for the area along State Street, but are expected to be in the future.

The requested easement is the same area that will be dedicated on future plats, so it will not have a negative impact on the property.

Alternatives

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

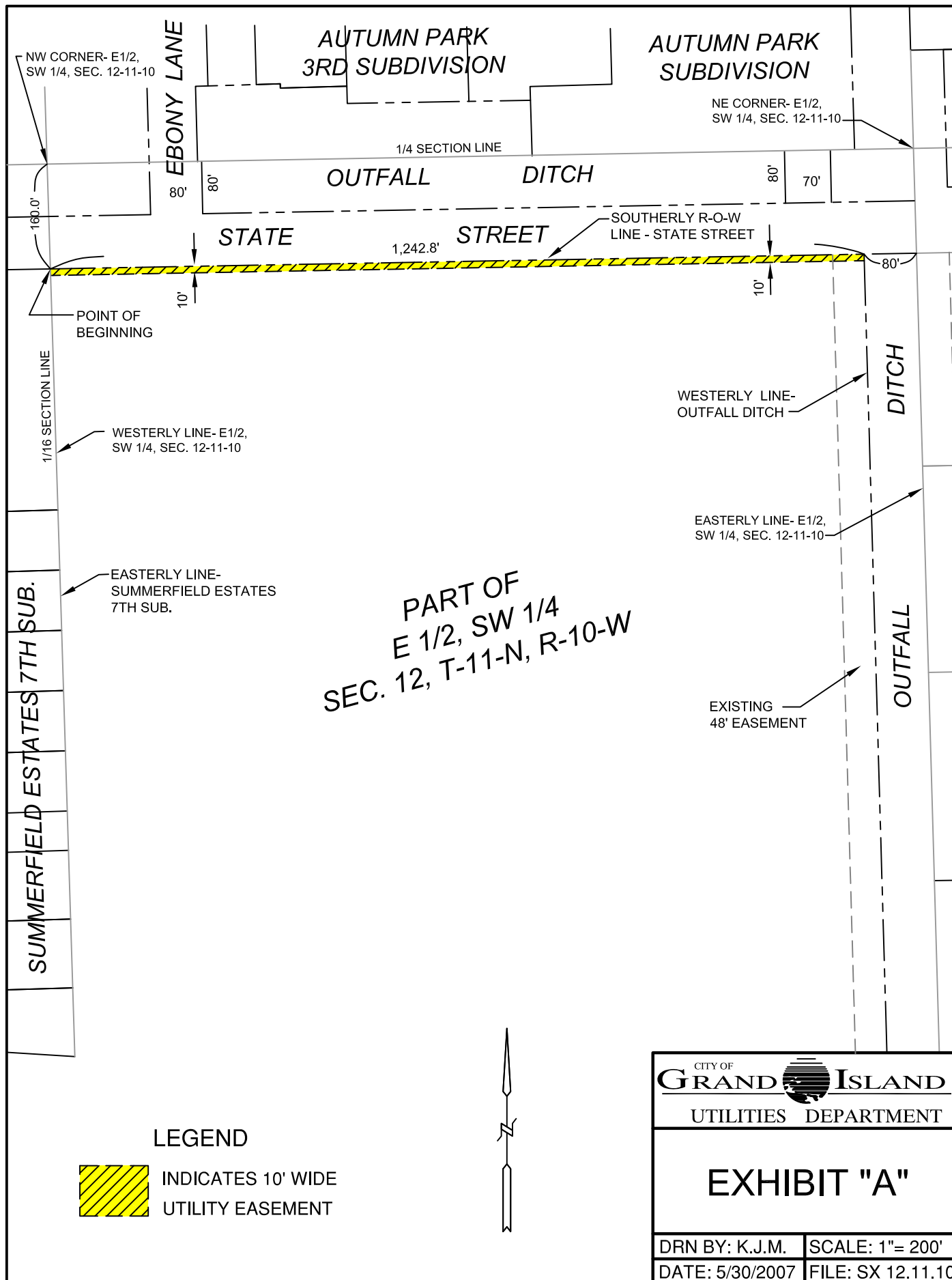
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 5/30/2007	FILE: SX 12.11.10



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement -
Along the South R-O-W Line of State Street, East of North Road -
Little B's Corporation**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: June 12, 2007

Subject: Acquisition of Utility Easement – Along the Right-of-Way Line of State Street East of North Road – Little B's Corporation

Item #'s: E-2 & G-11

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 Little B's Corporation, located along the Right-of-Way line of State Street east of North Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place three phase underground electrical feeder cable along the south side of State Street. The feeder will provide electrical power and provide back-up to the two subdivisions of Summerfield Estates and Prairie Acres. The Subdivisions have not been filed for the area along State Street, but are expected to be in the future.

The requested easement is the same area that will be dedicated on future plats, so it will not have a negative impact on the property.

Alternatives

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

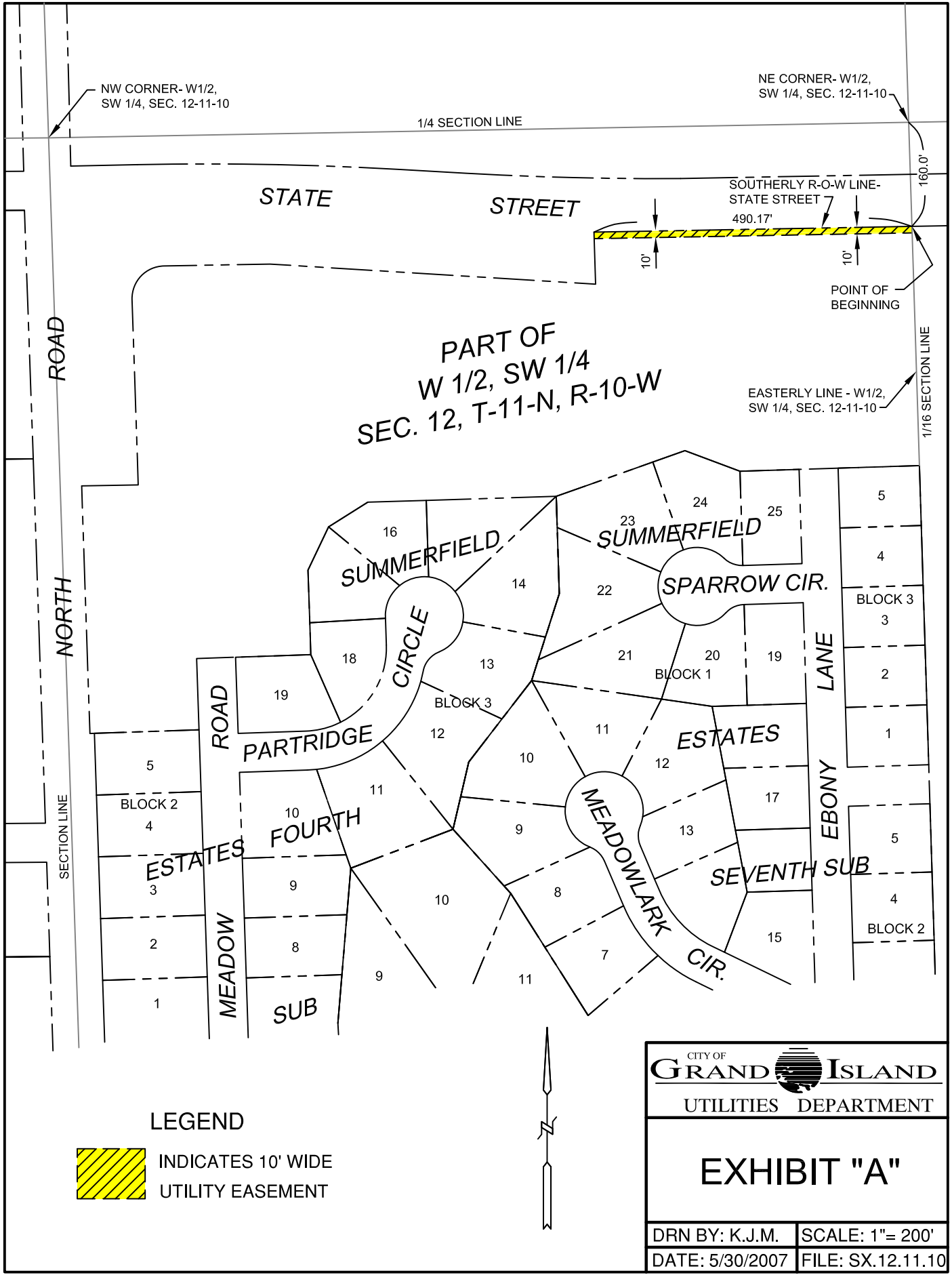
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.



NW CORNER- W1/2,
SW 1/4, SEC. 12-11-10

1/4 SECTION LINE

NE CORNER- W1/2,
SW 1/4, SEC. 12-11-10

STATE STREET

SOUTHERLY R-O-W LINE-
STATE STREET
490.17'

POINT OF
BEGINNING

PART OF
W 1/2, SW 1/4
SEC. 12, T-11-N, R-10-W

EASTERLY LINE - W1/2,
SW 1/4, SEC. 12-11-10

1/16 SECTION LINE

ROAD

NORTH

SECTION LINE

ROAD
MEADOW

PARTRIDGE

FOURTH

SUB

SUMMERFIELD
CIRCLE

SUMMERFIELD

SPARROW CIR.

ESTATES

MEADOWLARK
CIR.

EBONY
LANE

SEVENTH SUB

BLOCK 3

BLOCK 1

BLOCK 3

BLOCK 2

LEGEND



INDICATES 10' WIDE
UTILITY EASEMENT



CITY OF
GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1"= 200'

DATE: 5/30/2007

FILE: SX.12.11.10



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item F1

**#9120 - Consideration of Creation for Sanitary Sewer District 525;
Lots 8 & 9 of Westwood Park Subdivision**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 12, 2007

Subject: Consideration of Creation of Sanitary Sewer District 525;
Lot 8 & Lot 9 of Westwood Park Subdivision

Item #'s: F-1

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

Background

Sanitary sewer district 523 on Driftwood Avenue west of Sweetwood was created by a circulated petition. Richard Sok of 832 Sweetwood Drive signed the petition for this sanitary sewer district. However, his property was located outside the boundary of the district.

Sanitary sewer district 523 was created by the council at the March 27, 2007 meeting. Mr. Sok's property was not included in the district since his property was not listed on the circulated petition. The district completed the protest and was continued by the council at the May 23, 2007 meeting.

Sanitary sewer district 524 created by council at the April 10, 2007 meeting included Mr. Sok's property. The district failed the protest and was discontinued by the council at the May 24, 2007 council meeting.

Mr. Sok has since turned in a petition for creation of sanitary sewer district 525 for Lots 8 and 9 of Westwood Park Subdivision on May 21, 2007.

Discussion

If the district is created, a notice will be mailed to all affected property owners and a 30-day protest period allowed. If the district completes the protest period and is continued by the council, district's 523 and 525 will be combined into one project to help reduce the cost for both districts.

Alternatives

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

1. Approve the recommendation to create Sanitary Sewer District 525.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the creation of Sanitary Sewer District 525. A ten (10) year assessment period is recommended.

Sample Motion

Move to approve the creation of Sanitary Sewer District 525.

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9120

An ordinance creating Sanitary Sewer District No. 525 of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the assessment of special taxes for constructing such sewer and collection thereof; and providing 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. Sanitary Sewer District No. 525 is hereby created for the construction of an eight (8.0) inch sanitary sewer main and appurtenances thereto for Lots Eight (8) and Nine (9), Westwood Park Subdivision in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

Beginning at the Northeast Corner of Lot Eight (8), Westwood Park Subdivision; thence South on the East Line of Lot Eight (8), Westwood Park Subdivision, to the North Line of Driftwood Drive; thence Southerly to the Northeast Corner of Lot Nine (9), Westwood Park Subdivision; thence South on the East Line of Lot Nine (9), Westwood Park Subdivision to the Southeast Corner of Lot Nine (9), Westwood Park Subdivision; thence West on the South Line of Lot Nine (9), Westwood Park Subdivision to the Southwest Corner of Lot Nine (9), Westwood

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney

ORDINANCE NO. 9120 (Cont.)

Park Subdivision; thence North on the West Line of Lot Nine (9), Westwood Park Subdivision and a prolongation thereof to the North Line of Driftwood Drive; thence East on the North Line of Driftwood Drive to the West Line of Lot Eight (8), Westwood Park Subdivision; thence North on the West Line of Lot Eight (8), Westwood Park Subdivision, to the Northwest Corner of Lot Eight (8), Westwood Park Subdivision; thence East on the North Line of Lot Eight (8), Westwood Park Subdivision, to the point of beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications prepared by the Engineer for the City who shall estimate the cost thereof, and submit the same to the City Council, and thereafter, bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item F2

#9121 - Consideration of Amendment to Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: June 12, 2007

Subject: Salary Ordinance

Item #'s: F-2

Presenter(s): Brenda Sutherland, Human Resources Director

Background

This past year the City has been involved in litigation with the IAFF (International Association of Firefighters) with regards to the terms of their union contract. The IAFF represents the positions of Firefighter, Firefighter/Paramedic, and Captain in the City's fire department. In January 2007, the City and the IAFF went before the Commission of Industrial Relations (CIR) to have a determination made as to comparable wages and benefits for the members represented in the bargaining unit. The Order was filed by the Commission on May 15, 2007 in reference to Case No. 1130. The City has been ordered by the CIR to implement its order no later than thirty days after the Order was filed. An Order from the CIR carries the same weight as an order issued by a District Court. Failure to implement the order could result in the City being found in contempt.

Discussion

The proposed changes to the salary ordinance reflect the court's order with regard to wages and certain monetary benefits. This Order is for the current contract year which runs October 1, 2006 through September 30, 2007. Negotiations will begin shortly to reach a contract for the next year which will begin on October 1, 2007. The wage changes reflect an increase to the range of Firefighter of 2%, Firefighter/Paramedic of 1.4%, and Captain of 3.8%. Other changes include the change to the uniform allowance, sick leave buyout in January, bi-lingual pay, and longevity.

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 Salary Ordinance # 9121.

Sample Motion

Motion to approve Salary Ordinance #9121.

ORDINANCE NO. 9121

An ordinance to amend Ordinance No. 9111 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 amend the salary ranges of Firefighter/EMT; Firefighter/Paramedic; and, Fire Captain~~eliminate the position of Administrative Assistant in the Administration Department and to include the position of Receptionist~~; to repeal Ordinance No. 9111, and any ordinance or parts of ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	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 –Fire, Public Works, Utilities	1099.42/1547.94	40 hrs/week
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

Approved as to Form <input checked="" type="checkbox"/> _____ June 8, 2007 June 6, 2007 <input checked="" type="checkbox"/> City Attorney

ORDINANCE NO. 9121 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Audio-Video Technician	1038.69/1461.54	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
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
Evidence Technician	826.58/1162.73	40 hrs/week

ORDINANCE NO. 9121 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
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
Maintenance Worker I – Golf, Shooting Range	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

ORDINANCE NO. 9121 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
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
Receptionist	895.68/1260.31	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
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

ORDINANCE NO. 9121 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
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 classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

ORDINANCE NO. 9121 (Cont.)

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
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

ORDINANCE NO. 9121 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
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 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:

ORDINANCE NO. 9121 (Cont.)

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	1472.52/2118.93 <u>1607.04/2198.88</u>	212 hrs/28 days
Firefighter / EMT	1131.42/1627.96 <u>1183.68/1661.04</u>	212 hrs/28 days
Firefighter / Paramedic	1276.52/1836.72 <u>1354.32/1861.92</u>	212 hrs/28 days

The above pay ranges and amendments made to all IAFF positions shall be retroactive to October 1, 2006, pursuant to the Commission of Industrial Relations Order filed May 15, 2007, in Case No. 1130.

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 \$484.00 per year, divided into twenty-four (24) pay periods ~~\$80.00 per month~~. All full-time police officers shall be paid a

ORDINANCE NO. 9121 (Cont.)

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 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, the IBEW labor union, ~~and IAFF labor union~~ may receive an annual stipend not to exceed \$1,000 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. 9121 (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. 9121 (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 medical 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 medical 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 medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused sick leave at retirement shall be as provided above.

(D) The City Administrator shall have a contribution made to his VEBA for the total hours of accumulated medical leave upon termination, the rate of compensation to be based upon the salary at the time of termination.

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

SECTION 8. The city administrator shall receive a vehicle allowance of \$300 per pay period in lieu of mileage for use of personal vehicle travel within Hall County.

SECTION 9. The City Administrator shall receive the maximum annual deferral limit allowable by the Internal Revenue Service deposited in his ICMA-RC 457 Account. The amount will be paid over the course of 26 pay periods.

ORDINANCE NO. 9121 (Cont.)

SECTION 10. 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 11. 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 12. The salary adjustments identified herein shall be effective with the pay period beginning on April 16, 2007.

SECTION 13. Ordinance No. 9111 and all other ordinances and parts of ordinances in conflict herewith be, and the same are, hereby repealed.

SECTION 14. 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: June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G1

Approving Minutes of May 22, 2007 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 22, 2007

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 May 22, 2007. Notice of the meeting was given in *The Grand Island Independent* on May 16, 2007.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Walker, Nickerson, Gericke, Brown, Gilbert, Whitesides, Haase, and Meyer. The following City Officials were present: City Clerk RaNae Edwards, City Attorney Dale Shotkoski, Finance Director David Springer, and Public Works Director Steve Riehle.

INVOCATION was given by Pastor Terry Brown, Northridge Assembly of God, 3025 Independence Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council members Taylor O'Boyle, Lauren Shoemaker and Allen Buck. Mayor Hornady commented on the procedure that would be used for Resolution #2007-130 in which she would recuse herself and President Meyer would conduct the meeting for that item on the agenda.

SPECIAL ITEMS:

Approving Appointment of Jose Zapata as City Councilmember for Ward 1. Mayor Hornady submitted the name of Jose Zapata for appointment as Councilmember to represent Ward 1. This appointment would fill the vacancy created by the resignation of Councilmember Carole Cornelius.

Motion by Meyer, second by Walker to approve the appointment of Jose Zapata as City Councilmember for Ward 1. Upon roll call vote, all voted aye. Motion adopted.

Approving Appointment of Larry Carney as City Councilmember for Ward 4. Mayor Hornady submitted the name of Larry Carney for appointment as Councilmember to represent Ward 4. This appointment would fill the vacancy created by the death of Councilmember Jackie Pielstick.

Motion by Nickerson, second by Whitesides to approve the appointment of Larry Carney as City Councilmember for Ward 4. Upon roll call vote, all voted aye. Motion adopted.

Administration of Oath of Office to Jose Zapata City Councilmember for Ward 1 and Larry Carney City Councilmember for Ward 4. City Clerk RaNae Edwards administered the Oath of Office to newly appointed Councilmember's Jose Zapata – Ward 1 and Larry Carney – Ward 4.

Following a short break Councilmember's Zapata and Carney took their seats at the council table. Each said a few words thanking the Mayor and Council and said they looked forward to serving the citizen's of Grand Island.

PUBLIC HEARINGS:

Public Hearing Concerning Change of Zoning for Land Located at 3425 State Street from CD Commercial Development to Amended CD Commercial Development. Chad Nabity, Regional Planning Director reported the developer of Lot 1, Conestoga North Subdivision requested Council's approval for larger building envelopes for two of the buildings on the site located at 3425 State Street. Brandon Connick, 1511 Post Place representing the property owners spoke in support. No further public testimony was heard.

Public Hearing Concerning the Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan. Tim White, Chairman of the Citizens' Review Committee reported that the Citizens' Review Committee was required by State Statute and the Grand Island City Code to make a semi-annual report to the City Council. Marlan Ferguson, President of the Grand Island Economic Development Corporation gave a PowerPoint presentation reviewing the current status of each application. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located on the West Side of the Riverbend Apartments Development Project on Husker Highway (Jerome & Brenda Schoel). Gary Mader, Utilities Director reported that acquisition of a utility easement located on the west side of the Riverbend Apartments Development Project on Husker Highway was needed to protect the City's interest to maintain the water line. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3356 West Old Highway 30 (Plaza Square Development, LLC). Steve Riehle, Public Works Director reported that acquisition of a public utility easement located at 3356 West Old Highway 30 was needed to construct, operate, maintain, extend, repair, replace and remove public utilities. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3320 West old Highway 30 (Jack D. & DeAnne L. O'Hara). Steve Riehle, Public Works Director reported that acquisition of a public utility easement located at 3320 West Old Highway 30 was needed to construct, operate, maintain, extend, repair, replace and remove public utilities. No public testimony was heard.

Public Hearing on Acquisition of Ingress/Egress Easement Located at 1910 and 1916 South Locust Street (Sax's Pizza of America, Inc. Steve Riehle, Public Works Director reported that as part of the construction project on South Locust Street from Stolley Park Road to Fonner Park Road a shared driveway was built, but an ingress/egress easement was overlooked. This easement was needed to allow the driveway to be shared as intended. No public testimony was heard.

ORDINANCES:

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

#9119 – Consideration of Change of Zoning for Land Located at 3425 State Street from DC Commercial Development to Amended CD Commercial Development

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

Chad Nabity, Regional Planning Director reported Ordinances #9119 related to the aforementioned Public Hearing.

Motion by Gilbert, second by Whitesides to approve Ordinance #9119. A brief discussion was held regarding parking. Mr. Nabity stated there was adequate parking that met City requirements.

City Clerk: Ordinance #9119 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 #9119 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 Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9119 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Agenda item G-15 was pulled for further discussion. Motion by Gilbert, second by Haase to approve the Consent Agenda excluding Item G-15. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 8, 2007 City Council Regular Meeting.

Approving Appointments of Dianne Miller, Robert Niemann, and Scott Eriksen to the Interjurisdictional Planning Commission (Merrick County).

Approving Appointments of Byron Wheeler, Hugh Miner, and Roy Neneman to the Business Improvement District No. 4 Board.

Approving Request of Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska for Liquor Designation for Pump & Pantry #15, 2028 East Highway 30.

#2007-112 – Approving the Semi-Annual Report by the Citizens’ Review Committee on the Economic Development Program Plan.

#2007-113 – Approving Acquisition of Utility Easement Located on the West Side of the Riverbend Apartments Development Project on Husker Highway (Jerome and Brenda Schoel).

#2007-114 – Approving Bid Award for Hook Lift Truck with Flatbed with Nebraska Truck of Grand Island, Nebraska in an Amount of \$108,910.00.

#2007-115 – Approving Bid Award for Turbine Generator Inspection and Repair with NAES Turbine Services of Houston, Texas in an Amount of \$443,072.00.

#2007-116 – Approving Right of Entry Agreement between the City of Grand Island and Poland Oil (Sapp Brothers) Highway 281 and Capital Avenue.

#2007-117 – Approving Discontinuation of Sanitary Sewer District No. 524, Lots 1-18 and Lots 29-47 of Westwood Park Subdivision.

#2007-118 – Approving Acquisition of Utility Easement Located at 3356 West Old Highway 30 (Plaza Square Development, LLC).

#2007-119 – Approving Acquisition of Utility Easement Located at 3320 West Old Highway 30 (Jack D. & DeAnne L. O’Hara)

#2007-120 – Approving Acquisition of Ingress/Egress Easement Located at 1910 & 1916 South Locust Street (Sax’s Pizza of America, Inc.)

#2007-121 – Approving Proposal from for Nebraska Stormwater Awareness Media Campaign with Creative Design Video from Omaha, Nebraska in an Amount not to exceed \$58,125.00.

#2007-123 – Approving Amendment to Agreement for ROW Appraisal Services on the Capital Avenue Widening Project with Olsson Associates of Grand Island, Nebraska in an Amount of \$6,200.00.

#2007-124 – Approving Change Order No. 1 for Library Expansion with Mid Plains Construction Co. of Grand Island, Nebraska for an increase of \$130,969.84 and a Revised Contract Amount of \$5,830,969.84.

#2007-125 – Approving Certificate of Final Completion for Library Asbestos Removal at 211 North Washington Street with McGill Asbestos Abatement Co.

#2007-126 – Approving Change Order No. 5 for Fire Station No. 1 Construction with Tri Valley Builders, Inc. of Grand Island, Nebraska for a decrease of \$1,611.00 and a Revised Contract Amount of \$2,394,444.00.

#2007-127 – Approving Change Order NO. 6 for Fire Station No. 1 Construction with Tri Valley Builders, Inc. of Grand Island, Nebraska for an increase of \$1,283.00 and a Revised Contract Amount of \$2,395,727.00.

#2007-128 – Approving Extension of Building Lease with the Nebraska State Patrol for Storage Building at the Cornhusker Army Ammunition Plant for Two Years.

#2007-122 – Approving Tree Grinding Services from December 2006 Ice Storm with O’Neill Wood Resources, LLC from Grand Island, Nebraska in an Amount of \$28,961.28. Discussion was held on reimbursement from FEMA. Steve Riehle, Public Works Director stated FEMA would reimburse grinding the trees but not the screening.

Motion by Gilbert, second by Walker to approve Resolution #2007-122. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2007-129 – Consideration of Economic Development Incentive Agreement with Principal Life Insurance Company. Marland Ferguson, EDC President reported that Principal Life Insurance Company had submitted an application for LB 840 funding in the amount of \$300,000 for job creation and \$30,000 for infrastructure expansion at 3025 West College Street. This application had been approved by the Economic Development Corporation and the Citizens' Review Committee. Densel Rasmussen representing Principal Life Insurance Company spoke in support of the application.

Motion by Whitesides, second by Nickerson to approve Resolution #2007-129. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady recused herself and left the room, President Bob Meyer presided over the meeting.

#2007-130 – Consideration of Economic Development Incentive Agreement with Hornady Manufacturing, Inc. Marlan Ferguson, EDC President reported that Hornady Manufacturing, Inc. had submitted an application for LB 840 funding in the amount of \$154,000 for employee training to expand the business at 3625 West Old Potash Highway. This application had been approved by the Economic Development Corporation and the Citizens' Review Committee.

Pat Langer and Mark Coker representing Hornady Manufacturing, Inc. spoke in support. Discussion was held regarding annexing industrial tracts.

Motion by Whitesides, second by Walker to approve Resolution #2007-130. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of May 9, 2007 through May 22, 2007, for a total amount of \$1,920,473.92. Motion adopted unanimously.

Motion by Brown, second by Nickerson to approve the following Claim for the Library Expansion for the period of May 9, 2007 through May 22, 2007:

#71 \$72,834.00

Motion adopted unanimously.

SPECIAL ITEMS:

Motion by Meyer, second by Whitesides to adjourn to executive session at 8:02 p.m. for the purpose of an update concerning IBEW, FOP, IAFF, and AFSCME Union Contracts. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION:

Motion by Whitesides, second by Brown to return to regular session at 8:35 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G2

Approving New Councilmember's Appointments to Boards and Commissions

The Mayor has submitted the appointment of Councilmember Tom Brown to the Humane Society Board to replace Councilmember Carole Cornelius. This appointment would become effective immediately upon approval by Council, and would expire on December 31, 2007.

The Mayor has submitted the appointment of Councilmember Jose Zapata to the Business Improvement District #5 Board to replace Councilmember Jackie Pielstick and to the Multicultural Coalition Board to replace Councilmember Carole Cornelius. This appointment would become effective immediately upon approval by Council, and would expire on December 31, 2007.

The Mayor has submitted the appointment of Councilmember Larry Carney to the Problem Resolution Team, Community Development Advisory Board and the Transportation Committee to replace Councilmember Jackie Pielstick. This appointment would become effective immediately upon approval by Council, and would expire on December 31, 2007.

Approval is recommended.

Staff Contact: Mayor Margaret Hornady



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G3

**Approving Request of Misty Koperski, 713 West 6th Street for
Liquor Manager Designation for Coffin's Corner, 519 North Eddy
Street and Snac Shac, 715 South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 12, 2007

Subject: Request of Misty Koperski, 713 West 6th Street for Liquor Manager Designation for Coffin's Corner, 519 North Eddy Street and Snac Shac, 715 South Locust Street

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Misty Koperski, 713 West 6th Street has submitted applications with the City Clerk's Office for Liquor Manager Designations in conjunction with the Class "B-36064" Liquor License for Coffin's Corner, 519 North Eddy Street and Class "B-23393" Liquor License for Snac Shac, 615 South Locust Street.

These applications have 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. See attached Police Department report.

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 the requests for Liquor Manager Designations.

Sample Motion

Move to approve the request of Misty Koperski, 713 West 6th Street for Liquor Manager Designation in conjunction with the Class “B-36064” Liquor License for Coffin’s Corner, 519 North Eddy Street and Class “B-233393” Liquor License for Snac Shac, 715 South Locust Street with the stipulation that Ms. Koperski complete a state approved alcohol server/seller training program.



INTEROFFICE
MEMORANDUM
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: May 22, 2007

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Application by Misty Koperski for Liquor Manager for Snac Shac,
715 S Locust, and Coffin's Corner, 519 N Eddy Street, Grand Island, NE

The Grand Island Police Department has received an application from Misty Koperski for Liquor Manager for Snac Shac, 715 South Locust, and Coffin's Corner, 519 N. Eddy Street, Grand Island, NE.

Various sources were checked and no convictions for criminal charges were located for either Misty Koperski or her husband, Jerry Koperski.

It is the Police Department's recommendation to approve Misty Koperski as the Liquor Manager for Snac Shac and Coffin's Corner.

DV/rk *Dave Vitera*

05/22/07
10:45

Grand Island Police Dept.
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 11:00:00 05/21/2007
Occurred before : 11:00:00 05/21/2007
When reported : 11:00:00 05/21/2007
Date disposition declared : 05/22/2007
Incident number : L07053666
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 519 Eddy St N
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : P In Person
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number : printed
Geobase address ID : 13066
Long-term call ID :
Clearance Code :
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	54064	05/22/07	Coffins Corner,	Business
NM	54067	05/22/07	Koperski, Misty M	Liquor Manager
NM	54969	05/22/07	Snac Shac,	Business
NM	79137	05/22/07	Koperski, Jerry S	Misty's Husband

LAW INCIDENT NARRATIVE:

Liquor Manager Designation for Misty M. Koperski at Coffin's Corner & Snac Shac

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	10:38:43 05/22/2007

Grand Island Police Department
Supplemental Report

On 5/21/07, I received an application for Misty Koperski to be the Liquor Manager at Snac Shac and Coffin's Corner. Misty is married to Jerry Koperski.

05/22/07
10:45

Grand Island Police Dept.
LAW INCIDENT TABLE

450
Page: 2

On the application, neither one of them listed any convictions for criminal charges. I checked Spillman and NCJIS for each one of them. No convictions were located.

It is the Police Department's recommendation to approve Misty Koperski as the Liquor Manager for Snac Shac and Coffin's Corner.

Date, Time: Tue May 22 10:43:30 CDT 2007
Reporting Officer: Vitera
Unit #: 835



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G4

**#2007-131 - Approving Final Plat and Subdivision Agreement for
Westgate Ninth Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: June 12, 2007

Subject: Westgate Ninth Subdivision – Final Plat

Item #'s: G-4

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to create 9 lots on a tract of land comprised of Lot 12, Westgate Subdivision in the City of Grand Island, Nebraska. This tract of land consists of approximately 8.912 acres. The property is zoned M2 Heavy Manufacturing. Sewer and water can be extended to serve all proposed lots.

Discussion

The final plat for Westgate Ninth Subdivision was considered under the Consent Agenda by the Regional Planning Commission at the June 6, 2007 meeting. A motion was made by Miller and seconded by Niemann to approve the plat as presented. A roll call vote was taken and the motion carried with 10 members present voting in favor (Miller, O'Neill, Ruge, Amick, Niemann, Monter, Haskins, Hayes, Snodgrass, Bredthauer).

Alternatives

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

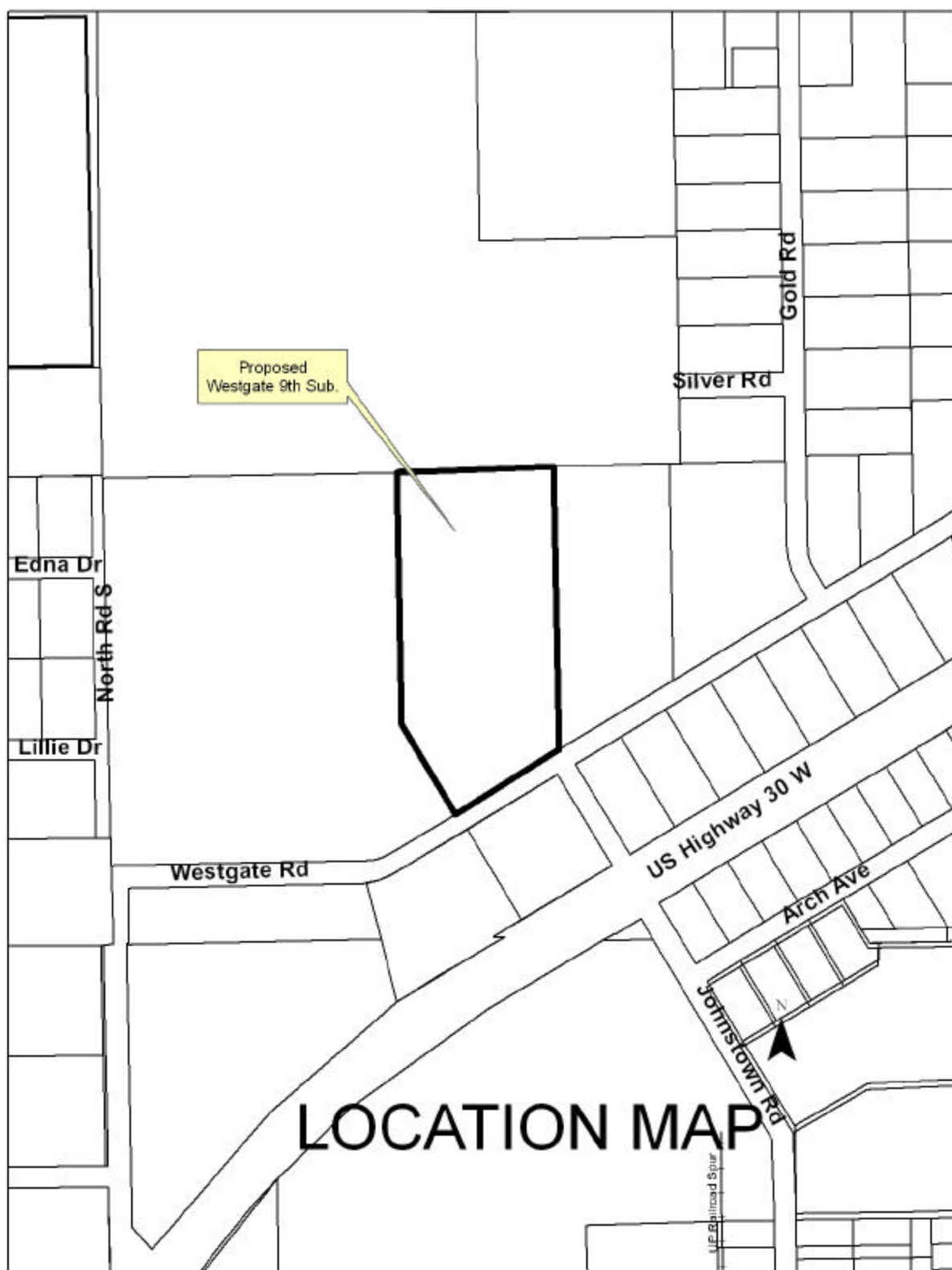
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Motion to approve as recommended.



[illegible][illegible]

WOLSSON
ASSOCIATES

P.O. Box 1077
 Grand Island, NE 68029-1077
 TEL: 308.384.8762
 FAX: 308.384.8712

Westgate Ninth Subdivision Summary

Developer/Owner

Copperton LLC A Nebraska Limited Liability Company
E. Marsden Garey, Owner
1610 Parkveiw Drive
Grand Island, NE 68801

9 Lots north of Westgate Road and west of Gold Road.

Size: 8.912 Acres

Zoning M2 Heavy Manufacturing

Road Access: Public with proposed 41' standard City Streets

Water Public: City Water to be extended to all lots

Sewer Public: City Sewer to be extended to all lots



RESOLUTION 2007-131

WHEREAS, Copperton, LLC, as owner, has caused to be laid out into lots, a tract of land comprising all of Lot Twelve (12), Westgate Subdivision, in the City of Grand Island, Hall County, Nebraska, under the name of WESTGATE NINTH SUBDIVISION, and have 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 WESTGATE NINTH 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, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G5

#2007-132 - Approving Bid Award for Sanitary Sewer District No. 336 Replacement, Between 18th & 19th Street, West of Plum Street (The Diamond Engineering Company)

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 12, 2007

Subject: Approving Bid Award for Sanitary Sewer District No. 336 Replacement, Between 18th and 19th Street West of Plum Street (The Diamond Engineering Company, Grand Island, NE)

Item #'s: G-5

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

Background

On May 7, 2007 the Waste Water Treatment Plant Division of the Public Works Department advertised for bids for the replacement of Sanitary Sewer District No. 336, between 18 and 19th Street, West of Plum Street. This replacement is needed due to the deterioration of the old sewer line.

Discussion

There were seven potential bidders.

The single bid received was opened on May 24, 2007. The Waste Water Treatment Plant Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bid.

The bid of \$19,605.00 from The Diamond Engineering Company is under the Engineer's estimate of \$24,000.00.

Funds are available in account number 53030050-85213.

Alternatives

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

1. Make a motion to approve the bid award to The Diamond Engineering Company of Grand Island, NE in the amount of \$19,605.00.

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

Recommendation

City Administration recommends that the Council approve the award of the bid to The Diamond Engineering Company of Grand Island, NE in the amount of \$19,605.00

Sample Motion

Approve the bid award to The Diamond Engineering Company of Grand Island, NE in the amount of \$19,605.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 24, 2007 at 11:00 a.m.

FOR: Sanitary Sewer District No. 336 Replacement

DEPARTMENT: Public Works

ESTIMATE: \$24,000.00

FUND/ACCOUNT: 53030050-85213

PUBLICATION DATE: May 7, 2007

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: Diamond Engineering Co.
Grand Island, NE

Bid Security: Universal Surety Company

Exceptions: None

Bid Price: \$19,605.00

cc: Steve Riehle, Public Works Director
Catrina Delosh, PW Admin. Sec.
Wes Nespor, Assist. City Attorney

Ben Thayer, Supt. of WWTP
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

P1168

RESOLUTION 2007-132

WHEREAS, advertisement to bidders for Sanitary Sewer District 336 Replacement between 18th and 19th Streets, west of Plum Street, was published in the Grand Island Daily Independent on May 7, 2007; and

WHEREAS, the City of Grand Island invited sealed bids for the furnishing of materials and services for the Sanitary Sewer District 336 Replacement between 18th and 19th Streets, west of Plum Street, according to plans and specifications on file with the City Clerk; and

WHEREAS, on May 24, 2007 bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company, of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$19,605.00; and

WHEREAS, the bid for this project is below the engineer's estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$19,605.00 for Sanitary Sewer District 336 Replacement between 18th and 19th Streets, west of Plum Street, is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G6

#2007-133 - Approving Program Agreement with the Nebraska Department of Roads for South Locust Street, Paving of North Bound Lanes

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 12, 2007

Subject: Approving Program Agreement with the Nebraska Department of Roads for South Locust Street, North Bound Lanes

Item #'s: G-6

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

Background

The inter-local agreement for the Locust Street Interchange was entered into between the Nebraska Department of Roads (NDOR), Hall County and the City of Grand Island on April 6, 1992. The agreement was for a new Interstate 80 / Locust Street interchange as well as for upgrading Locust Street to a four-lane roadway into Grand Island.

The work required in the inter-local agreement was broken into multiple projects.

1. The city widened Locust Street from US Highway 34 south for ½ mile.
2. The NDOR built the new interchange.
3. The county widened the existing southbound bridges over the Platte River.
4. The county improved the existing southbound lanes with asphalt.
5. The city built the northbound bridges over the Platte River.
6. The NDOR is currently managing a landscaping project on Locust Street.
7. The last project is to build the northbound lanes with concrete paving.

Discussion

The concrete paving project for the northbound lanes will be built using federal aid Surface Transportation Program (STP) funds administered by the Nebraska Department of Roads under project number URB-2235(5), control number 42519. The program agreement with the Nebraska Department of Roads will allocate the city's federal funds to the project. The total project cost is estimated at \$4.2 million. The city's 20% share of the project is estimated at \$840,000 with the 80% federal funds share of the project estimated at \$3,360,000. The project will be built after the traffic volume requirements are met and as city matching funds are available.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a Resolution authorizing the Mayor to sign the program agreement with the NDOR for the north bound lanes on South Locust Street.

Sample Motion

Move to approve a resolution authorizing the mayor to sign the program agreement with the NDOR for the north bound lanes on South Locust Street.

AGREEMENT

CITY OF GRAND ISLAND
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. URB-2235(5), STATE CONTROL NO. 42519
SOUTH LOCUST STREET, NORTHBOUND LANES
ROADWAY RECONSTRUCTION

THIS AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, certain streets in the City have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible City Streets, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the City shall supervise the contract letting and ensure that the project receives the same degree of supervision and inspection as a project constructed under a contract let and directly supervised by the State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those streets, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that no State Funds are to be expended on this project, and

WHEREAS, if the City is to receive Federal participation for any portion of the work on the proposed project, it is necessary all phases of work comply with Federal requirements and procedures, and

WHEREAS, Federal Regulations provide that the City shall not profit or otherwise gain from local property assessments that exceed the City's share of project costs, and

WHEREAS, the funding for the project under this agreement, includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends

\$500,000 or more in total federal awards in a fiscal year, then the A-133 audit is required as explained further in this agreement, and

WHEREAS, the City desires that this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. URB-2235(5), as evidenced by the Resolution of the City dated the _____ day of _____, 2007, attached as EXHIBIT "B" and made a part of this agreement, and

WHEREAS, the total cost of the project which includes: preliminary engineering, Right-of-Way, nonbetterment utility rehabilitation, construction and construction engineering is estimated to be \$4,200,000, and

WHEREAS, the project is described as follows:

Construction of the two northbound lanes of South Locust Street from approximately ½ mile north of the I-80 interchange to the south city limits.

NOW THEREFORE, in consideration of these facts, the City and State agree as follows:

SECTION 1. The State shall present this project to the FHWA for its approval, if necessary.

SECTION 2. The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 (signed into law by President Clinton on July 5, 1996) and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The City shall have its finance officer or auditor, review the situation to determine what the City must do to comply with this federal mandate. If applicable, the expenditures related to the FHWA should be shown in the Supplementary Schedule of Expenditures of the Federal Awards under U.S. Department of Transportation as a pass-through Nebraska Department of Roads, Federal CFDA Number 20.205. If an A-133 Audit is performed, the City shall send the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 3. The City shall perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The City shall acquire any or all permits necessary to accomplish the project.

SECTION 4. The City shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 5. ENVIRONMENTAL RESPONSIBILITY

The City shall be responsible to complete any federally required environmental actions and documents for this project, and get them approved by the State and the FHWA prior to proceeding with appraising and acquiring any right-of-way for the project.

When it is determined that a public hearing is a federal requirement for the project, the City shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing is required, the City shall contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the City of the proper procedures and policies for conducting the hearing. The City can contact the State's PHO by calling (402) 479-4871.

SECTION 6. The City shall provide the State with current project schedules, submittal dates and critical milestone dates. The City shall notify and keep the State informed on all project issues. The City shall notify the State of all project coordination meetings. The State must be invited to the project Plan-In-Hand, public meetings/hearings, preconstruction meeting and the final inspection.

SECTION 7. Any preliminary engineering services to be performed by the City or by a State Certified Consultant will require prior approval of the State to be eligible for the FHWA funding. If a Consultant is to be selected, the method of selection and procurement process must follow all Federal guidelines and requirements. Monies received from the FHWA will be remitted to the City after the State's expenses have been deducted.

SECTION 8. The City or its Consultant shall design the project according to the current AASHTO Policy on Geometric Design of Highways and Streets, the Minimum Design Standards of the Board of Public Roads Classifications and Standards and to the Americans with Disabilities Act (ADA) Accessibility Guidelines. All plans, specifications and bid proposals, permits and any other contract documents must be submitted to and reviewed by the State prior to any bid letting by the City. Any deviations from the above publications must be approved by the State.

SECTION 9. The City shall advertise and conduct a letting and receive bids for the contemplated improvement. Prior to advertising the project for bids, the City shall submit a Right-of-Way Certificate and the final plans package (100 percent plans, specifications, permits, engineers' estimate, status of utilities, environmental coordination letters, and contract bidding documents) to the Urban Engineer for review. The State will review the submitted items and give the City direction on proceeding with advertising the project for bids. Upon direction

from the State for the City to advertise, the City shall not open the bids for a minimum of 21 calendar days after the first advertisement is published in the newspapers. The City shall submit its selection of low bidder and supporting documents to the State for concurrence prior to awarding of the construction contract to the successful low bidder. The City shall sign the contract or contracts and shall send copies of the signed contract(s), including copies of the awarded final plans package to the State's Urban Engineer, and District Engineer.

SECTION 10. The State and City agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by City forces or a State Certified Consultant selected by the City.

The City agrees, if a Consultant is to be selected, that the method of selection and the resulting agreement between the Consultant and the City must conform to the State's standard practices and will be subject to State review and concurrence prior to agreement execution between the City and the Consultant.

The City shall provide a Project Manager to oversee the project and to ensure that the construction engineering performed by City forces or the City's Consultant comply with requirements for Federal funding. The Project Manager's services include, but are not limited to, arranging the preconstruction conference, keeping the State's Representative informed of project start and ending dates, and other scheduled construction milestones, and project management as required and preparing contractor change orders and supplemental agreements.

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, Quality Assurance Program for Construction, and the State Standard Methods of Tests (www.dor.state.ne.us) or applicable AASHTO or ASTM procedures. The City shall provide adequate quality assurance on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory. In all cases, the State will provide a State Representative designated by the State on a part-time basis, who will inspect the project and ensure that the City is in compliance with the contract, plans, specifications, scope of work, regulations, statutes, etc., in order that Federal Funds may be expended on the project. Upon project completion, the City shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The City by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test

reports meet contract requirements and are on file with the City and the City shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project is acceptable. If the State Representative determines the project is acceptable, the State Representative will sign the DR Form 299 and send it to the District Engineer for signature. The District Engineer will forward the form to the State's Urban Engineer for signing, project closeout and final payment. If the State Representative determines the project is not acceptable, the State Representative will notify the City's Project Manager in writing of what needs to be done to bring the project into compliance for acceptability before the State Representative will sign the DR Form 299 and recommend the project for closeout. The City shall contact the State's District Engineer for State Representative assignment. It is understood that any construction engineering services furnished by the State will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in the reimbursement section of this agreement.

SECTION 11. The total cost of the project which includes: preliminary engineering,

Right-of-Way, nonbetterment utility rehabilitation, construction and construction engineering is currently estimated to be \$4,200,000. The City's share is to be 20 percent of all actual eligible costs which is estimated to be \$840,000. The State agrees to reimburse the City, using Federal Funds, for 80 percent of the actual eligible costs of the improvement which is estimated to be \$3,360,000. Both the City and State recognize this is a preliminary estimate and the final cost may be higher or lower. Progress billings to reimburse the City may be submitted no more often than monthly. The State will reimburse 95 percent of the actual eligible expenses until the 5 percent retention reaches a maximum amount of \$25,000. Once the maximum retention is obtained, the State will reimburse 100 percent of the actual eligible expense. The final settlement between the State and the City will be made after final review and approval by the State and after an audit, if deemed necessary, has been performed to verify actual costs. The City shall reimburse the State for any overpayments discovered by the State or its authorized representative.

The City further agrees, that if reimbursement to the State is required on this project, and if the City is unable to or does not make reimbursement within 60 calendar days after the State notifies the City of such required reimbursement; the State by this agreement is authorized to withhold money from State Highway funds apportioned or to be apportioned to the City, in an amount equal to the required reimbursement to the State.

Costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of City and Federal Funds. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the City agrees to pay such invoices within thirty days of receipt. The City's share of the total project cost will be all costs not paid for by Federal Funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the City under this agreement.

Final payment consisting of the retention withheld minus the State incurred expenses will not be reimbursed to the City until the City has filed a completed State DR Form 299 with the State, and both the City and the State have signed it. Once the DR Form 299 is signed by the City, no reimbursement requests will be accepted by the State and the FHWA.

SECTION 12. The City understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the City where Federal participation is not allowable or available. Therefore, where the Federal government refuses to participate in the project or any portion of the project the City is responsible for full project payment with no cost or expense to the State in the project or portion of the project. Should the project be abandoned before completion, the City shall pay all costs incurred by the State prior to such abandonment.

The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final payment under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the City shall furnish copies to those mentioned in this section when requested to do so.

SECTION 13. The Federal share of this project must be reduced by any project specific local property assessments that exceed the appropriate local share on this project. This is subject to State review.

SECTION 14. Because the City is to receive Federal Funds for any part of this project, the City shall perform the services for all phases of work, including, but not limited to preliminary engineering, acquisition of Right-of-Way, construction (includes construction engineering), etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work will become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the City shall contact the Urban Engineer for direction and assistance to ensure that all project work will be accomplished according to Federal procedures and requirements.

SECTION 15. If the City performs any part of the work on this project itself, the City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the DISCRIMINATION CLAUSES Section of this agreement.

SECTION 16. The City shall have on file with the State an acceptable drug-free workplace policy.

SECTION 17. DISADVANTAGED BUSINESS ENTERPRISES

A. Policy

The City shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises Obligation

The City and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The City, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the City enters into on this project.

Failure of the City to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 18. NONDISCRIMINATION CLAUSES

During the performance of this agreement, the City, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The City shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The City, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the City of the City's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The City shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the City under this agreement until the City complies, and/or
 - (b) cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The City shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The City shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the City may request the State to enter into such litigation to protect the interests of the State, and in addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 19. Changes to the City streets which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward it to the Urban Engineer for final approval.

Upon project completion and final review, the City shall send one set of "As-Built" plans to the Urban Engineer.

SECTION 20. Upon project completion, the City shall maintain the project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility. The City will release and hold harmless the State and FHWA from any suits brought against the State arising out of the City's construction and maintenance.

SECTION 21. Any utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-Aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, or a State approved Utility Accommodation Policy. In order to receive Federal-Aid Funds for this improvement, the City shall follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way." Any work within the State Right-of-Way requires a permit. The City shall contact the District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the city will become a project cost, but that outside the corporate limits, only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private Right-of-Way will be reimbursed. Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities will be reimbursed if

they exist on privately owned Right-of-Way and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the City and State. Should this project necessitate the nonbetterment rehabilitation of any privately owned and operated utilities, then the City shall send the State an estimate of those nonbetterment utility rehabilitation costs prior to the work being done. The City shall pay for utility nonbetterment rehabilitation and then bill the State for those eligible reimbursement costs. All reimbursements will be based on the actual costs of material, services and labor. This will be subject to audit, if the State deems that one is necessary. SECTION 22. The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called just the Uniform Act. The City shall comply with the Uniform Act, the State's Right-of-Way Acquisition guide for LPAs and the State's Right-of-Way Manual.

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, environmental assessment, right-of-way, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the right-of-way phase.** When applicable, the State's Relocation Assistance Act, Neb. Rev. Stat. 76-214 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals and acquisition, the City shall submit to the State Right-of-Way plans, legal description and an estimate for review and approval. If acceptable, the State will issue a Notice-to-Proceed with the right-of-way work phase.

The City shall present to the State, a Right-of-Way Certificate that certifies the City has complied with the Uniform Act requirements and that the project is ready for construction. The State will grant the City authorization to proceed with the construction phase of the project, if the documentation submitted by the City supports the Right-of-Way Certificate.

SECTION 23. The City at no cost to the project, shall clear the present Right-of-Way of this project of all advertising signs. The City at no cost to the project, shall clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned in this project, and keep the old and new Right-of-Way free of future encroachments, except those authorized by permit.

SECTION 24. The City shall certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with FHWA guidelines will be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

SECTION 25. Traffic control during project construction must conform with the Manual on Uniform Traffic Control Devices. Before final acceptance of the project by the State, all signing and marking must be in conformance with the current Manual on Uniform Traffic Control Devices.

IN WITNESS WHEREOF, the City and State hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this ____ day of _____, 2007

WITNESS:
Ra Nae Edwards
CITY OF GRAND ISLAND
Margaret Hornady

City Clerk _____ Mayor _____

EXECUTED by the State this ____ day of _____, 2007.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
James J. Knott, P.E.

Roadway Design Engineer

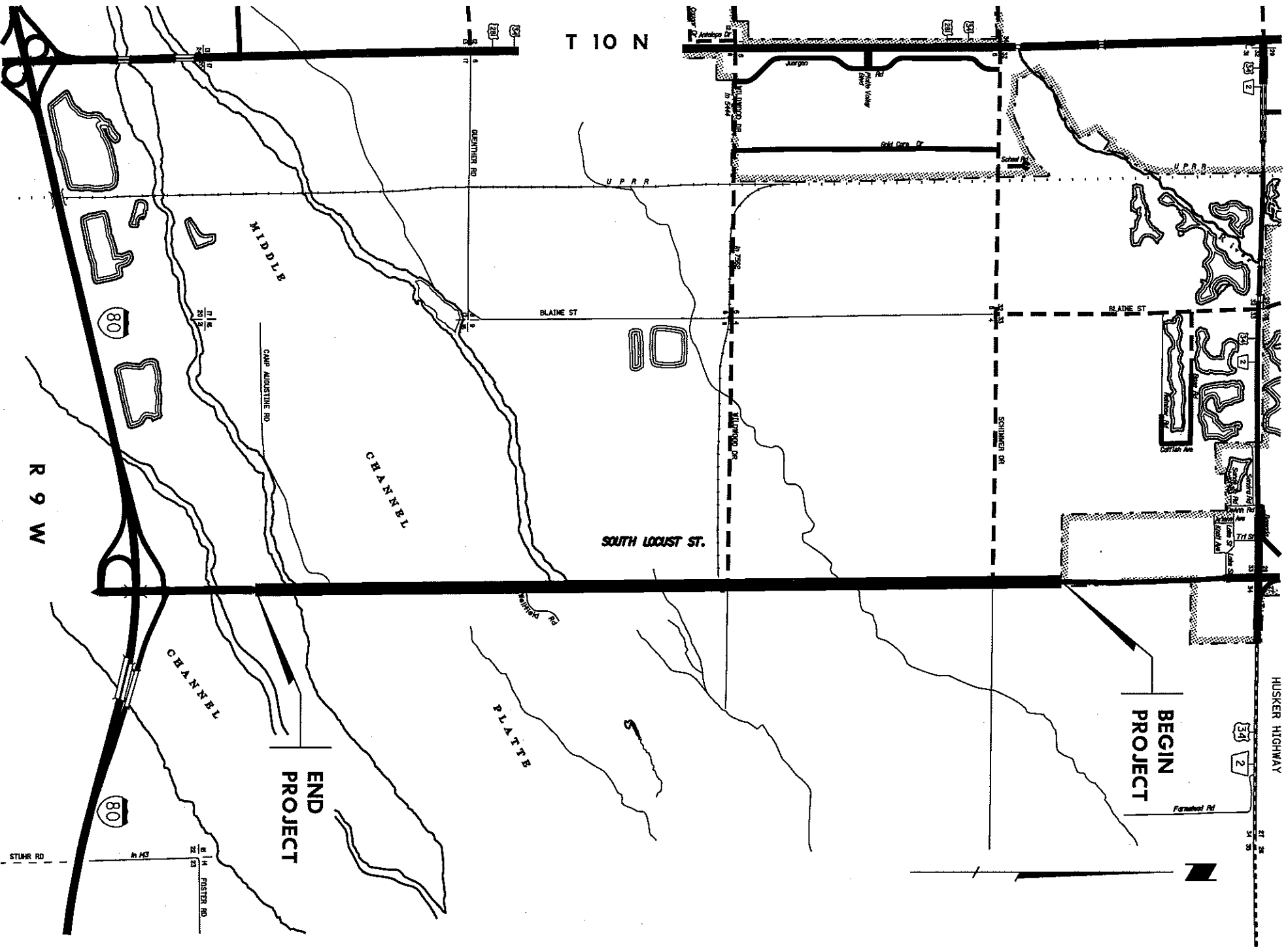
RECOMMENDED:
Wesley Wahlgren



District 4 Engineer

AGR37-HU

GRAND ISLAND
HALL COUNTY
NEBRASKA



URB-2235(5)
C.N. 42519

EXHIBIT "A"

RESOLUTION 2007-133

WHEREAS, on April 6, 1992, the City of Grand Island entered into an interlocal agreement with the Nebraska Department of Roads (NDOR) and Hall County for the Locust Street Interchange; and

WHEREAS, such project includes the construction of northbound lanes with concrete paving; and

WHEREAS, the total cost of the Locust Street Interchange project is estimated to be \$4,200,000, with 80% of such costs being paid with federal funds; and

WHEREAS, the City's share of such project is 20% of the actual eligible costs or approximately \$840,000; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project, known as Project No. URB-2235(5) and control number 42519.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the program agreement with the Nebraska Department of Roads for the concrete paving project for the northbound lanes of South Locust Street is hereby approved.

BE IT FURTHER RESOLVED, that 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, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G7

**#2007-134 - Approving Subdivision Agreement for Sterling Estates
Subdivision**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 12, 2007

Subject: Approving Subdivision Agreement for Sterling Estates Subdivision

Item #'s: G-7

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

Background

Sterling Estates Subdivision will be developed on 116.13 acres of land between State Street and Capital Avenue from North Road east to the Moores Creek Drainway. The preliminary plat for Sterling Estates Subdivision shows developing 239 lots on 116.13 acres of ground. The final plat for Sterling Estates plats 54 lots on 25.13 acres of ground.

The sanitary sewer for the first phase of Sterling Estates Subdivision will connect to a public sanitary sewer main that flows through the Autumn Park Apartments and connects to a sanitary sewer interceptor line adjacent to the Moores Creek Drainway. The sanitary sewer for subsequent phases of the subdivision will connect directly to the sanitary sewer interceptor line adjacent to the Moores Creek Drainway along the east edge of the subdivision.

The policy of the city of Grand Island is to charge an equitable fee to connect to an existing sanitary sewer main based on the original construction cost for the sanitary sewer main. The calculation for residential property uses the equivalent 8" sanitary sewer cost as being due from abutting property with oversize cost being an obligation of the Waste Water Division. The equivalent 8" sanitary sewer main cost per foot for the interceptor sanitary sewer main was \$68.15. The preliminary plat for Sterling Estates Subdivision shows 1,559.23 feet abutting the interceptor calculating to a cost of \$106,261.52.

Discussion

The first phase of the subdivision will not make a direct connection to the sanitary sewer interceptor main, but will connect through the Autumn Park Apartments. The Public Works and Legal Departments calculated a formula for the amount due for the first phase of Sterling Estates Subdivision as follows:

$$\frac{25.13 \text{ acres} - 1^{\text{st}} \text{ Phase}}{116.13 \text{ acres} - \text{Entire Subdivision}} \times \$106,261.52 = \$22,994.51$$

The city council approves the standard format and language for a subdivision agreement when a subdivision is approved. Since a paragraph is being added to the subdivision agreement that is non-standard, council is being asked to approve the modification to the subdivision agreement. The \$22,994.51 sanitary sewer connection fee was inserted into the proposed subdivision agreement for council consideration.

Alternatives

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

1. Approve the subdivision agreement, thereby approving the method of calculating the sanitary sewer connection fee for the subdivision.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the subdivision agreement and method of calculating the sanitary sewer connection fee for the subdivision.

Sample Motion

Move to approve the subdivision agreement.

R E S O L U T I O N 2007-134

WHEREAS, on October 10, 2006, by Resolution No. 2006-287, the Grand Island City Council approved the final plat and subdivision agreement of Sterling Estates Subdivision, comprising a part of the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, it is necessary to modify the existing Sterling Estates Subdivision Agreement as it is the policy of the City of Grand Island to charge an equitable fee to connect to an existing sanitary sewer main based on the original construction cost for the sanitary sewer main; and

WHEREAS, a modified form of the Sterling Estates 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 modified form of the 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 modified Subdivision Agreement of STERLING ESTATES 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 modified agreement by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G8

**#2007-135 - Approving Change Order No. 12 with Chief
Construction for Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: June 12, 2007
Subject: Change Order #12, Law Enforcement Center
Item #'s: G-8
Presenter(s): Steven Lamken, Police Chief

Background

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds were provided in the contract to allow for needed change orders during the project. To date there is \$138,335.72 remaining in contingency funds.

Discussion

Change Order #12 includes six changes in the construction project. The changes have a cost of \$12,027.22. Accepting the changes will leave the contingency funds balance at \$126,308.50.

We are requesting changes in the lock hardware in five doors to provide different locking hardware for the second floor patio doors. This creates an additional cost of \$1,006.50.

We are requesting the use of concrete block instead of drywall for the wall in one corridor of the building for security purposes. This creates an additional cost of \$2,420.00

We are requesting the suspended ceiling in the evidence storage area be deleted to allow for additional height of evidence storage units. This requires modification of fire suppression, lighting and drywall and painting of the ceiling. It deletes the cost of the suspended ceiling. This creates an additional cost of \$5,286.60.

We are requesting a modification to expand the information technology server room that eliminates a storage closet. This creates a savings of \$431.55

There is a need for more structural steel in the headers of the overhead doors of the sallyport. (garage) This cost is for installing steel lintels over each of the four doors in the sallyport. This change creates an additional cost of \$6,405.90

We have requested the smoking receptacles and benches be removed from the courtyard patio area and be replaced by tables with seating. This creates a savings of \$2,660.23.

A summary of the costs of Change Order #12 are:

Door Hardware Modification -	+ \$ 1,006.50
Concrete Block Walls-	+ \$ 2,420.00
Removal of Evidence Ceiling -	+ \$ 5,286.60
Modification of IT Server Room -	- \$ 431.55
Steel Lintels in Sallyport -	+ \$ 6,405.90
Change in Patio Furnishings -	- \$ 2,660.23
 Total Cost -	 + \$12,027.22

Alternatives

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

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

Recommendation

City Administration recommends that the Council move to approve Change Order #12.

Sample Motion

Motion to approve Change Order #12 with Chief Construction for the sum of \$12,027.22 for: modification of door hardware, addition of concrete block for a corridor wall, removal of the suspended ceiling in the evidence storage area, modification of the IT server room, installation of steel lintels for the sallyport overhead doors and changes to furnishing in the courtyard patio.



AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	CHANGE ORDER NUMBER: 012 DATE: May 21, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	ARCHITECT'S PROJECT NUMBER: 0412 CONTRACT DATE: June 15, 2006 CONTRACT FOR: General Construction	FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

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

General Contractor's Request # 8, Attached

DATE: January 31, 2007

SCOPE: Modification to door hardware.

COST: ADD \$1006.50

General Contractor's Change Request #9, Attached

DATE: April 24, 2007

SCOPE: Price adjustment for adding block from Architectural Proposal Request #2-1

COST: ADD \$2,420.00

Architect's Proposal Request #18

DATE: April 3, 2007

SCOPE: Removal of Accoustical ceiling on Large Evidence Storage

COST: ADD \$5,286.60

Architect's Proposal Request #19

DATE: April 3, 2007

SCOPE: Modification to the I.T. Closet

COST: DEDUCT \$431.55

Architect's Proposal Request #20

DATE: April 23, 2007

SCOPE: Add steel to overhead doors located in Sally Port

COST: ADD \$6,405.90

Architect's Proposal Request #21

DATE: April 26, 2007

SCOPE: Modification to Exterior Patio.

COST: DEDUCT \$2,660.23

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

The Contract Time will be unchanged by Zero (0) days.

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

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 11,664.28
The contingency allowance prior to this Change Order Was	\$ 138,335.72
The contingency allowance will be decreased by this Change Order in the amount of	\$ -12,027.22
The new contingency allowance including this Change Order will be	\$ 126,308.50

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

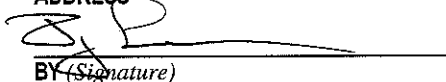
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects

ARCHITECT (Firm name)

5799 Broadmoor, Suite 520, Mission,
Kansas 66208

ADDRESS



BY (Signature)

Jeremy Levasseur

(Typed name)

DATE

Chief Construction Company

CONTRACTOR (Firm name)

2107 North South Road, Grand Island,
Nebraska 68803

ADDRESS



BY (Signature)

Dan Lind

(Typed name)

5.24.07

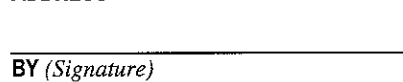
DATE

City of Grand Island

OWNER (Firm name)

100 East 1st Street, Grand Island,
Nebraska 68801

ADDRESS



BY (Signature)

Margaret Hornady

(Typed name)

DATE

R E S O L U T I O N 2007-135

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

WHEREAS, included in the \$7,406,080 bid was a construction contingency of \$150,000; and

WHEREAS, on May 8, 2007, by Resolution 2007-108, the City of Grand Island approved Change Order No. 11 to install additional power lines to the three rooftop heating and air conditioning units and reduce exterior lighting fixtures and wiring required for the building; and

WHEREAS, it is necessary to modify the door hardware; add concrete for a corridor wall; remove the suspended ceiling in the evidence storage area; modify the IT server room; install steel lintels for the sallyport overhead doors; and, change the furnishing in the courtyard patio; and

WHEREAS, such changes have been incorporated into Change Order No. 12, and will result in a decrease the contingency fund to \$126,308.50.

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.12 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Modification of Door Hardware.....	\$ 1,006.50
Addition of Concrete Block for a Corridor Wall.....	\$ 2,420.00
Removal of Suspended Ceiling in Evidence Storage Area.....	\$ 5,286.60
Modification of IT Server Room.....	- 431.55
Installation of Steel Lintels in Sallyport Overhead Doors.....	\$ 6,405.90
Change in Patio Furniture.....	- 2,660.23
Total.....	\$12,027.22

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2007.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G9

#2007-136 - Approving Amendment to Personnel Rules to Include Family Military Leave

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: June 12, 2007

Subject: Family Military Leave

Item #'s: G-9

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Recently, LB497, known as the Family Military Leave Act was signed into law by Governor Heineman. This law requires employers with 15 to 50 employees to allow those employees 15 days off and employers with 50 or more employees 30 days off to spend with either their child or spouse who is being called to military service lasting 179 or longer.

Discussion

Administration is recommending an addendum to the Personnel Rules that would include the following policy:

Sec. 4.13 FAMILY MILITARY LEAVE

LEAVE ENTITLEMENT: The City of Grand Island will grant a leave of absence to all eligible employees who are the spouse or parent of a person called to military service lasting 179 days or longer with the State or the United States pursuant to the orders of the Governor or the President of the United States. The City of Grand Island shall provide up to 30 days of unpaid family military leave to an eligible employee during the time federal or state deployment orders are in effect.

EMPLOYEE ELIGIBILITY: An employee must have been employed by The City of Grand Island for at least 12 months and have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave to be eligible for family military leave.

NOTICE TO COMPANY/CERTIFICATION OF ELIGIBILITY: An employee must give at least 14 days' notice of the intended date upon which the family military leave will commence if leave will consist of five or more consecutive work days. Where able, the employee shall consult with his/her supervisor to schedule the leave so as not to unduly disrupt the operations of The City of Grand Island. Employees taking family military leave

for less than five consecutive days shall give his/her supervisor advanced notice as is practicable. The City of Grand Island may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

REINSTATEMENT RIGHTS: Any employee who exercises the right to family military leave, upon expiration of the leave, shall be entitled to be restored by The City of Grand Island to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. During any family military leave, an employee is required to use all accrued personal and/or vacation leave before going 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, medical leave time, holidays and personal days. Taking family military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

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 addendum to the City Personnel Rules regarding Family Military Leave.

Sample Motion

Motion to approve an addendum to the City Personnel Rules to add a Family Military Leave policy.

RESOLUTION 2007-136

WHEREAS, on October 26, 1996, by Resolution 96-294, the City of Grand Island adopted the *City Personnel Rules and Regulations*; and

WHEREAS, the City Council may, by resolution, amend said rules and regulations; and

WHEREAS, Section 4.13 – Family Military Leave shall be included in the City Personnel Rules and Regulations and shall read as follows:

LEAVE ENTITLEMENT: The City of Grand Island will grant a leave of absence to all eligible employees who are the spouse or parent of a person called to military service lasting 179 days or longer with the State or the United States pursuant to the orders of the Governor or the President of the United States. The City of Grand Island shall provide up to 30 days of unpaid family military leave to an eligible employee during the time federal or state deployment orders are in effect.

EMPLOYEE ELIGIBILITY: An employee must have been employed by the City of Grand Island for at least 12 months and have been employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave to be eligible for family military leave.

NOTICE TO COMPANY/CERTIFICATION OF ELIGIBILITY: An employee must give at least 14 days' notice of the intended date upon which the family military leave will commence if leave will consist of five or more consecutive work days. Where able, the employee shall consult with his/her supervisor to schedule the leave so as not to unduly disrupt the operations of the City of Grand Island. Employees taking family military leave for less than five consecutive days shall give his/her supervisor advanced notice as is practicable. The City of Grand Island may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

REINSTATEMENT RIGHTS: Any employee who exercises the right to family military leave, upon expiration of the leave, shall be entitled to be restored by the City of Grand Island to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. During any family military leave, an employee is required to use all accrued personal and/or vacation leave before going 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, medical leave time, holidays and personal days. Taking family military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

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 June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form June 8, 2007	_____ City Attorney
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City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G10

**#2007-137 - Approving Acquisition of Utility Easement - Along the
R-O-W Line of State Street from the Outfall Ditch to 1/4 Mile
West - Shafer**

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

Staff Contact: Gary R. Mader

RESOLUTION 2007-137

WHEREAS, a public utility easement is required by the City of Grand Island, from Shafer Commercial Properties, LLC, a Nebraska Limited Liability Company, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and

WHEREAS, a public hearing was held on June 12, 2007, for the purpose of discussing the proposed acquisition of an easement located in a part of the East Half of the Southwest Quarter (E1/2, SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, the centerline of said Ten (10.0) foot wide easement being more particularly described as follows:

Commencing at the northwest corner of the East Half of the Southwest Quarter (E1/2, SW1/4) Section Twelve (12), Township Eleven (11) North, Range Ten (10) West; thence southerly along the westerly line of the East Half of the Southwest Quarter (E1/2, SW1/4) said Section Twelve (12), a distance of one hundred sixty (160.0) feet to a point on the southerly right-of-way line of State Street being the ACTUAL point of beginning; thence easterly along the southerly right-of-way line of said State Street, a distance of one thousand two hundred forty two and eight tenths (1,242.8) feet to a point on the westerly line of the outfall ditch, said point being eighty (80.0) feet west of the easterly line of the East Half of the Southwest Quarter (E1/2, SW1/4) said Section Twelve (12).

The above-described easement and right-of-way containing a total of 0.286 acres, more or less, as shown on the plat dated 5/30/2007, 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 sanitary sewer easement from Shafer Commercial Properties, LLC, a Nebraska Limited Liability Company, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G11

#2007-138 - Approving Acquisition of Utility Easement - Along the South R-O-W Line of State Street, East of North Road - Little B's Corporation

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

Staff Contact: Gary R. Mader

RESOLUTION 2007-138

WHEREAS, a public utility easement is required by the City of Grand Island, from Little B's Corporation, a Nebraska corporation, to install, upgrade, maintain, and repair public utilities and appurtenances, including lines and transformers; and

WHEREAS, a public hearing was held on June 12, 2007, for the purpose of discussing the proposed acquisition of an easement located in a part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, the centerline of said Ten (10.0) foot wide easement being more particularly described as follows:

Commencing at the northeast corner of the West Half of the Southwest Quarter (W $\frac{1}{2}$, SW $\frac{1}{4}$) Section Twelve (12), Township Eleven (11) North, Range Ten (10) West; thence southerly along the easterly line of the West Half of the Southwest Quarter (W $\frac{1}{2}$, SW $\frac{1}{4}$) said Section Twelve (12), a distance of one hundred sixty (160.0) feet to a point on the southerly right-of-way line of State Street being the ACTUAL point of beginning; thence westerly along the southerly right-of-way line of said State Street, a distance of four hundred ninety and seventeen hundredths (490.17) feet.

The above-described easement and right-of-way containing a total of 0.113 acres, more or less, as shown on the plat dated 5/30/2007, 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 sanitary sewer easement from Little B's Corporation, a Nebraska corporation, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G12

#2007-139 - Approving Bid Award for Vehicle Exhaust Removal System

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief

Meeting: June 12, 2007

Subject: Approving Bid Award for Vehicle Exhaust Removal System

Item #'s: G-12

Presenter(s): Jim Rowell, Fire Chief

Background

Requests for bids for a vehicle exhaust removal system for the new fire station located at 409 East Fonner Park Road was published on March 20, 2007 and had a closing date of March 29, 2007. Bid requests were sent to four potential bidders.

Discussion

Three bids were received and were within the cost estimate. Funds are available in the budget account number 40015025-90007.

In May 2006 City Council approved the pre-wiring for the exhaust system in Change Order #1. We are now bringing forth the bid for the installation of the remainder of the system which includes: hoses, controls, fans and ductwork.

One bidder, Clean Air Concepts of Cincinnati, Ohio submitted a bid for two different systems, one for the Magnegrip system for \$31,665.00 and the other for a Hazvent system for \$35,959.00. They submitted testing references for Magnegrip vs. Plymovent. However no results were available for the Hazvent nozzle vs. Plymovent. Regular adjustments and maintenance are not included in the warranty with either system. According to Clean Air Concepts warranty our department personnel are responsible for maintenance of the system.

Air Cleaning Tech, Inc. of Bonner Springs, KS submitted a bid of \$47,550.00. Their system called Plymovent, has been used since 2004 in Fire Stations 2, 3 and 4 and we have had little trouble and any adjustments were made promptly by Air Cleaning Tech. Comparing the systems:

Magnegrip:

Bid specification A-2 and N state that the system shall provide pneumatic connection to the vehicle exhaust pipe. This system uses a magnet to hold the exhaust hose to the truck instead of the pneumatic collar. This does not comply with the bid specifications. The magnet can drag down the side of the truck and mar the surface or scratch the paint.

The connection to hose from tailpipe is not the same as existing systems, which creates an incompatibility that would limit flexibility in truck assignments. In addition if the wrong truck is connected to this system it may not release properly and result in damage to the system, the truck or the building.

L. Lower Hose Assembly: shall support the pneumatic connection nozzle and chrome reducing elbow in a rigid fashion to allow operator to place hose connection nozzle onto the tailpipe without bending over. (Without this rigid section the operator is exposed to vehicle exhaust and back injury) Magnegrip does not meet this specification.

M. Safety Disconnect Coupling: to be made of two spun aluminum collars connected by reusable segmented coupling band. Magnegrip does not offer the safety disconnect. Bid document states no exceptions to this specification.

Hazvent:

No local references were available for Hazvent or Magnegrip; extensive checking of references was done by phone. Magnegrip was found to be satisfactory by most of the references, limited use of Hazvent made it difficult to compare the pneumatic application.

Specifications not met (Exceptions)

L. Lower Hose Assembly: shall support the pneumatic connection nozzle and chrome reducing elbow in a rigid fashion to allow operator to place hose connection nozzle onto the tailpipe without bending over. (Without this rigid section the operator is exposed to vehicle exhaust and back injury)

M. Safety Disconnect Coupling: to be made of two spun aluminum collars connected by reusable segmented coupling band. Hazvent uses galvanized steel coupling ends connected with hose clamp. The two ends connected with a rubber collar.

N. Collection Nozzle Assembly: The chrome reducing elbow is specified, Hazvent uses a cast aluminum elbow the weight of which makes it a safety issue when it is released by the tailpipe.

On site evaluation:

A tour of Station 14 in Lincoln, conducted on May 8, 2007 the findings were:

No Safety disconnect was used on the system. (If nozzle sticks it will not release the vehicle without damage to the vehicle or system).

The weight of the aluminum elbow had broken bricks by the door when the disconnect swung back in. The solution that Lincoln used was to wrap the elbow with padding.

The system installation was not designed specifically for the Station creating over length ductwork and duplicate fittings with no future use anticipated.

The sound from the exhaust fan on the outside was problematic (Tests conducted by Magnegrip found their fans were louder than Plymovent). Prior to our use of the Plymovent system at station 2 we had an exhaust system that created enough noise that the neighbors complained. We had to have the exterior discharge through a ductwork and redirect the air flow and reduce the noise.

Findings on a Fume Extraction Survey March 19, 2007 in an Enewspaper: Plymovent was listed best overall, best service and best quality. Magnegrip/Hazvent was not listed.

Three Plymovent systems have been in use by the GIFD since 2004. In Stations 2, 3 and 4. Installing Plymovent would insure compatible parts, service and operation.

Racine Wisconsin Fire Department has had experience with both Magnegrip and Plymovent. In a letter to Plymovent they expressed their displeasure with Magnegrip and their satisfaction with Plymovent. The mechanic for the Racine Fire Department was contacted and he confirmed the evaluation of the systems expressed in the letter.

While Plymovent is the highest bid, it meets the specifications provided in the bid document and the other two systems did not meet the specification. The items that do not meet the specifications create safety, noise and performance concerns that cannot be overlooked. While our employees are capable of performing routine maintenance and service, service and support should be available from the bidder. This would allow all four stations to have the same system and be compatible for parts, service and operation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the Plymovent system from Clean Air Tech. Inc.

Sample Motion

Motion to approve the purchase of the Plymovent system.

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: March 29, 2007 at 11:00 a.m.

FOR: Vehicle Exhaust Removal System

DEPARTMENT: Fire

ESTIMATE: \$50,000.00

FUND/ACCOUNT: 40015025-90007

PUBLICATION DATE: March 20, 2007

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Air Cleaning Tech, Inc.</u> Bonner Springs, KS	<u>Clean Air Concepts</u> Cincinnati, OH
Exceptions:	None	None
Bid Price:	\$47,550.00	\$35,959.00

cc: Jim Rowell, Fire Chief
Curt Rohling, Operations Division Chief
Sherry Peters, Legal Secretary

Chris Hoffman, Public Safety Secretary
Dale Shotkoski, Purchasing Agent

P1156

RESOLUTION 2007-139

WHEREAS, the City of Grand Island invited sealed bids for a Vehicle Exhaust Removal System, according to plans and specifications on file with the Fire Department; and

WHEREAS, on March 29, 2007, bids were received, opened and reviewed; and

WHEREAS, Air Cleaning Tech, Inc., of Bonner Springs, Kansas, 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 \$47,550.00; and

WHEREAS, Air Cleaning Tech, 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 Air Cleaning Tech, Inc., of Bonner Springs, Kansas, in the amount of \$47,550.00 for a Vehicle Exhaust Removal System is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G13

**#2007-141 - Approving Increasing Size of Site for the Memorial at
Fire Station No. 1**

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: June 12, 2007
Subject: Change to Memorial Site
Item #'s: G-13
Presenter(s): Jim Rowell, Fire Chief

Background

During the May 2, 2006 council meeting, City Council approved the use of land at the new fire station site for a Fire and Rescue Memorial. This approval was for an area located on the southeast corner of the fire station site.

Locating the Law Enforcement Memorial on the same site as the Fire and Rescue Memorial creating a joint memorial was approved in a council action in October 2006.

Discussion

Further development of the project design and site plan creates a new vision of the layout of the site providing a very pleasing design for both memorials. An aerial view of the new fire station site with the proposed amended memorial area indicated in the southeast corner is provided in the packet. A drawing showing the new layout of the memorial site is also included in the information provided.

The request before you is for approval of additional space on the same site as described before for the Fire and Rescue and Law Enforcement memorial site. The change in design to include the Law Enforcement Memorial requires the addition of 50 feet to the 300-foot side and 150 feet to the 200-foot side. This creates a site 350 feet by 350 feet. This approval will add space and allow these groups to begin work on construction of the first phase of the project.

This project will be developed and constructed as funds become available. The Law Enforcement Memorial has sufficient funds to begin construction of their memorial. Funding for the Fire Fighter and Rescue Memorial is being sought now. The remaining construction will be in phases including the Firefighter and Rescue Memorial, the parking area and the park area.

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

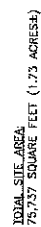
City Administration recommends that the Council approve the additional area requested.

Sample Motion

Motion to approve the use of the additional land at the memorial site.



LOCATION MAP



NEBRASKA LAW ENFORCEMENT MEMORIAL/NEBRASKA FIRE & RESCUE MEMORIAL



Davis
DESIGN

Charles
 445 South Wadsworth
 Los Angeles, CA 90007
 Phone: (213) 944-0029
 FAX: (213) 944-664

Charles
 2018 South Hollywood
 Los Angeles, CA 90007
 Phone: (213) 944-0029
 FAX: (213) 944-664

05/29/02

RESOLUTION 2007-141

WHEREAS, on May 2, 2006, by Resolution No. 2006-155, the Grand Island City Council approved the use of land at Fire Station No. 1 for the construction of a Fire and Rescue Memorial; and

WHEREAS, on October 10, 2006, by Resolution No. 2006-312, the Grand Island City Council approved the creation of a joint memorial at Fire Station No. 1 to include the Law Enforcement Memorial; and

WHEREAS, further development of the project design and site plan requires additional space for the Fire and Rescue and Law Enforcement Memorial site from the original design of 300 feet by 200 feet to 350 feet by 350 feet; and

WHEREAS, approval of additional space will allow for the construction for the Fire and Rescue and Law Enforcement Memorial.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the additional space for the Fire and Rescue and Law Enforcement Memorial site from the original design of 300 feet by 200 feet to 350 feet by 350 feet is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item G14

#2007-142 - Approving Authorized Provider Agreement with the Heartland Chapter of the American Red Cross

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: June 12, 2007

Subject: Approving of Authorized Provider Agreement with American Red Cross

Item #'s: G-14

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

Background

The Parks & Recreation Department in conjunction with the American Red Cross offers classes to the public such as swimming lessons, life guarding, swimming instructor courses, CPR, and First Aid. This is an updated agreement to continue the services we currently provide.

Discussion

In order for the Grand Island Parks & Recreation Department to offer American Red Cross swimming lesson, lifeguard training, and other safety certifications, it is necessary to be authorized by the American Red cross to do so.

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 the agreement with the Red Cross.

Sample Motion

Motion to approve agreement with the American Red Cross.

American Red Cross

Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") effective as of May 16, 2007 ("Effective Date") is between

Central Plains
(The "Chapter")

and

City of Grand Island
(The "Authorized Provider" or "AP")

The Chapter is a unit of the American National Red Cross, a not-for-profit corporation chartered by an act of U.S. Congress, the principal place of business of which is located at 404 East Third Street Grand Island, NE and among other things, provides first aid, CPR, aquatics, water safety, HIV/AIDS prevention education, mission-related caregiving and other health and safety education programs.

The principle place of business of the AP is located at PO Box 1968 Grand Island NE 68802;

The Chapter desires to work with the AP to provide American Red Cross training in the jurisdiction set forth in Section 4 below.

In consideration of the statements, terms and conditions contained within this Agreement, the Chapter and the AP (the "Parties"), intend to be bound by this Agreement and agree to the following:

1.0 Responsibilities of the Chapter:

The Chapter shall:

- 1.1 Support the health and safety education of the AP's employees, members, and/or clients in the AP's provision of American Red Cross training Courses ("Courses") at the fees set forth in Appendix A. The guaranteed AP fees set forth in Appendix A shall include record keeping, certificate processing, administration, promotional assistance, and support services ("AP Fee"). Any Additional Services ("Additional Services") may be available for additional fees as outlined in Appendix A. Fees in Appendix A may change pursuant Section 3.0.
- 1.2 Train all potential instructors from the AP to teach the Courses at the fees ("Training Fees") set forth in Appendix A so long as such instructors meet the American Red Cross training prerequisites. These potential instructors shall be authorized as American Red Cross Health and Safety instructors upon successful completion of the training and upon signing an Agreement to teach the Courses. A complete list of the AP's instructors is set forth in Appendix B, which shall be unilaterally modified by the Chapter in the event instructors are added or deleted. Fees in Appendix A may change pursuant Section 3.0.
- 1.3 Upon request and depending on availability: (a) subject to Paragraph 2.10, use best efforts to provide the AP with equipment that the AP does not possess which is necessary for an instructor to provide the Course(s) as listed, and at the rental fees, set forth in Appendix A ("Equipment and Supplies"); and (b) provide the Course Materials ("Course Materials") and Instructor Materials ("Instructor Materials") as set forth in Appendix A. If the fees in Appendix A change the Chapter will notify the AP a minimum of Minimum of 90 days prior to implementation. Fees in Appendix A may change pursuant Section 3.0.
- 1.4 Maintain all Course Records ("Course Record") provided to the Chapter by an instructor for a period of five (5) years following the date of the Course.
- 1.5 Support and evaluate the instructors by providing them with the following: (a) Applicable policies and procedures and any revisions or modifications thereto; (b) Upon expiration of an instructor's authorization, reauthorize such instructors so long as such instructors meet American Red Cross reauthorization

requirements; and (c) Opportunities for volunteer and professional skill development with the Chapter.

- 1.6 Provide invoice to the Authorized Provider within 30 days unless otherwise specified in Appendix A, for the fees related to the Courses, equipment rental, and Course/Instructor Materials, Additional Services, training, and retraining of Course Participants ("Course Participants") as set forth in Paragraph 1.9 below.
- 1.7 Verify all instructor authorizations and notify the AP in the event an instructor is no longer authorized to teach Courses.
- 1.8 Throughout the term of this Agreement (as defined in Paragraph 5.1), maintain a close and ongoing supportive relationship with the AP and its instructors by contacting the AP a minimum of 4 times per year.
- 1.9 If during any phase of evaluation, the training conducted by an AP's instructor is found to be below minimum American Red Cross standards for that Course and the Chapter determines that retraining is required for the participants that attended the Course where training was found to be below minimum standards, the retraining will be conducted by the Chapter. The AP will be responsible for the cost of retraining as outlined in Paragraph 2.4. The Chapter will invoice the AP for the cost of the training at the amount equal to the published full service contract price or the training price minus the cost of books and materials the Course Participants may already have. The Chapter also reserves the right to suspend or withdraw the authorization of an instructor for due cause. Due cause generally means that the instructor does not or will not abide by the standards, policies, or procedures of the Red Cross and its programs or in some way abuses the position of an authorized Red Cross instructor. Some examples follow here but are by no means exhaustive; each case is reviewed individually, taking into account all relevant circumstances. Examples are—
 - a. An instructor refuses to teach a nationally standardized Course according to the guidelines and Course requirements or is found to be deficient in either knowledge or performance skills.
 - b. An instructor falsifies records or provides false information to the Chapter.
 - c. An instructor consistently fails to communicate his or her teaching activity in an appropriate way to the Chapter (e.g., does not notify the Chapter when a Course is to be taught, does not process Course Record forms within 10 working days, and so forth).
 - d. An instructor exhibits behavior inconsistent with standards established and agreed to in the Instructor Agreement and expected of a Red Cross instructor, as indicated by repeated poor evaluations from participants, or behaves in ways that participants find offensive or insulting (e.g., making sexual advances or telling racially, socially, or sexually insensitive jokes).
 - e. An instructor behaves in ways that do not reflect support for the American Red Cross as an organization and that, in fact, could harm the public perception of the American Red Cross in the community.
 - f. An instructor is convicted of a violent or serious crime, such as sexual molestation, embezzlement, assault, or any crime that calls into question his or her teaching or leadership responsibilities.
- 1.10 Designate Renae Foster, Director of Preparedness as a representative of the Chapter to act as a point of contact to the AP at the address and telephone number set forth in Section 7 below ("Chapter Representative") and notify the AP within 30 days if that individual changes.
- 1.11 Unless otherwise indicated on the Course Record, arrange for completed Course certificates to be delivered to the AP at the address set forth in Section 7 within ten (10) business days after receipt of a properly completed Course Record.
- 1.12 As needed and upon request, provide the AP with any American Red Cross promotional materials for use by the AP in promoting the Courses.

2.0 Responsibilities of the AP:

The AP shall:

- 2.1 Identify qualified instructor candidates to be trained and authorized as instructors and inform the Chapter

when it becomes aware of any modifications that should be made to Appendix B.

- 2.2 Support each instructor's compliance with American Red Cross policies and procedures by ensuring that such Instructors: (a) Are available to participate in periodic training, retraining or other related events throughout the term to gain and maintain sufficient levels of skill, knowledge and understanding to conduct the Courses; (b) Supply only American Red Cross Course Materials for use during the Courses, (c) Provide visual identification of the American Red Cross name and emblem during the Courses using materials provided or approved by the Chapter; and (d) Submit properly completed Course Records and Course evaluation forms to the Chapter within ten (10) business days of Course completion unless special arrangements are made with the Chapter.
- 2.3 With respect to the Course Participants: (a) Notify Course Participants that they will be participating in American Red Cross Courses in accordance with American Red Cross standards; (b) In advance of each Course, provide Course Participants with information about Course prerequisites, completion requirements, and other necessary information; (c) Ensure that Course Participants who have successfully met the Course prerequisites, objectives, and certification requirements receive American Red Cross certificates.
- 2.4 Reimburse the Chapter for retraining of Course Participants conducted pursuant to Paragraph 1.9. The cost of the retraining will be at the amount equal to the published full service contract price minus the cost of books and materials the Course Participants may already have.
- 2.5 Provide payment to the Chapter within 30 days of an invoice date unless otherwise specified in Appendix A.
- 2.6 Provide to the Chapter the names and copies of the authorizations of any previously authorized Red Cross instructors that are new to the AP at least ten (10) days before the instructor teaches a Course in order for the Chapter to ensure that such instructor is qualified to be the instructor.
- 2.7 Notify the Chapter of dates, times, and locations for each Course at least 14 days before the Course start date.
- 2.8 Refrain from revising, editing, or duplicating any materials, in whole or in part, including, but not limited to Course videos, for teaching Courses or for any other purpose, unless specifically approved in writing by the American National Red Cross. Requests for any modifications to the materials are to be channeled through the Chapter. The AP understands and agrees that all such promotional materials must be provided by the Chapter, or approved by the Chapter in advance of publication.
- 2.9 Obtain the materials in quantities sufficient for each Course Participant to have and retain his or her own copy. Course workbooks, textbooks and/or skills cards cannot be used for more than one Course Participant unless permission to do so is granted by the Chapter in writing. Authorized Providers conducting training in more than one Red Cross Chapter jurisdiction will not be granted rights to reuse workbooks, textbooks and/or skills cards for more than one Course Participant.
- 2.10 Maintain responsibility for the equipment and promptly return such equipment to the Chapter in the same condition the equipment was received by the AP. The AP shall be responsible for the cost of any damage to such equipment while in the possession of the AP. Upon receipt and inspection of the equipment, the AP shall report to the Chapter any equipment in need of service, repair, or replacement.
- 2.11 Be responsible for all claims and liabilities of any nature whatsoever that arise out of an AP offered Red Cross Course. Red Cross insurance does not extend to the AP or its instructors. Therefore, it is the responsibility of the AP to obtain adequate insurance to cover its operations and Course instruction.
- 2.12 Designate Todd McCoy, Park and Recreation as a representative of the AP to act as a point of contact to the Chapter at the address and telephone number set forth in Section 7 below and notify the Chapter within 30 days if that individual changes. In the event the AP has multiple facilities, the individuals set forth in Appendix C shall serve as additional points of contact.

- 2.13 Provide classrooms and other facilities to teach the Courses that are safe, conducive to learning and meet the minimum space requirements as set forth in the Instructor Materials. The AP shall allow the Chapter Representative or a designee to inspect the AP's real and personal property used to teach the Courses and to perform random observations of the instructors during the provision of Courses.
- 2.14 Submit any literature or materials using the name and/or emblem of the American Red Cross to the Chapter for written approval before printing or distribution of such literature or materials.
- 2.15 Encourage its instructors to provide volunteer services for the American Red Cross.

3.0 Chapter Fees:

The Chapter reserves the right to change the fees contained in Appendix A at its sole discretion. The Chapter will notify the AP a minimum of 90 days prior to the effective date of any such fee changes. As part of this notice, the Chapter will provide the AP with a new Appendix A. If the AP does not agree to the fee changes, it has the right to terminate the Agreement pursuant to Section 5. Changes to Appendix A will not effect any other provisions contained within this Agreement.

4.0 Jurisdiction of Agreement:

This Agreement is limited to the geographical jurisdiction of the American Red Cross Chapter(s) and at the locations set forth below:

Chapter	Geographical Jurisdiction (County, City, State)
Central Plains Chapter	Cherry, Keya Paha, Boyd, Brown, Rock, Holt, Antelope, Wheeler, Greeley, Sherman, Howard, Merrick, Hall, Hamilton, Adams, Clay, Webster, and Nuckolls

5.0 Term and Termination:

- 5.1 This Agreement shall commence on the effective date with automatic one-year renewals thereafter on the anniversary of the commencement date, unless either Party gives written notice to the other of its desire not to renew at least 30 days prior to the commencement of any renewal period, or unless otherwise terminated sooner in accordance with Paragraph 5.2 of this Agreement (the "Term").
- 5.2 At any time, either Party may terminate this Agreement with thirty (30) days written notice to the non-terminating Party.
- 5.3 Upon termination of this Agreement, the obligations of both Parties, including, but not limited to the provision of payment, shall remain in effect until all scheduled Courses are completed.
- 5.4 In the event of any termination of this Agreement, the Parties are still obligated and committed to follow the provisions of Sections 6, 7, 8, 12 and this Paragraph 5.4 indefinitely.

6.0 Limitation of Liability:

Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other for any loss or damage arising as a result of breach, non-performance or partial performance of its obligations under this Agreement due to any cause beyond that Party's reasonable control and without its fault or negligence.

7.0 Notices:

All notices to include appendices that each Party is required to give to the other Party shall be given to each of the Parties in writing to the names and addressees as follows:

If to the Chapter:

Chapter Name: **Central Plains**
Address: **404 East Third Street Grand Island, NE 68801**
Attn: **Renae Foster**
Phone Number: **308-382-3790**
Fax Number: **308-382-2494**
E-mail Address: **renae@giredcross.org**

If to the AP:

AP Name: **City of Grand Island**
Address: **PO Box 1968**
Attn: **Todd McCoy**
Phone Number: **385-5444 x 290**
Fax Number:
E-mail Address: **tmccoy@grand-isalnd.com**

Notice of termination of this Agreement by either Party must be delivered by certified U.S. First-Class Mail, return receipt requested.

8.0 Confidentiality and Trade Names:

- 8.1 Except as otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement. Without the prior written consent of the other Party, neither Party shall make any press release or other public announcement of, or otherwise disclose, this Agreement or any of its provisions to any third Party except for such disclosures as may be required by applicable law or regulation, in which case the disclosing Party shall provide the other Party with prompt advance notice of such disclosure so the other Party has the opportunity, if it so desires, to seek a protective order or other appropriate remedy.
- 8.2 Each Party recognizes that the name, logo and marks of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with such assets. Each Party hereby agrees that neither it nor any of its affiliates shall use the other Party's name, logo or marks without prior written authorization from such other Party.
- 8.3 This Agreement grants no rights in any of the American Red Cross or Chapter's Courses or Course Materials or other intellectual property to customer.

9.0 Entire Agreement and Amendments:

- 9.1 Concerning the subject matter hereof, this Agreement constitutes the entire Agreement between the Parties and supersedes all prior Agreements and undertakings, both written and oral, between the Parties.
- 9.2 This Agreement shall not be amended or otherwise modified unless both of the Parties affirmatively and unanimously agree to such amendment and/or modification in writing.

10.0 Severability:

In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Parties shall promptly negotiate in good faith a lawful, valid and enforceable provision. This new provision must be as similar in terms to the invalid provision as may be

possible in order to keep with the intention of the original Agreement.

11.0 Exculpatory Clause:

It is understood and agreed that wherever in this Agreement the term "Chapter" is used it shall mean the Chapter(s) of The American National Red Cross set forth in Section 4; that said Chapter(s) are duly constituted local unit of The American National Red Cross, a federal instrumentality (36 U.S. Code 1 et seq.); and that all obligations of the "Chapter" under this Agreement shall be undertaken and completed exclusively by said Chapter(s) without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any unit thereof other than the Chapter(s).

12.0 Independent Contractors:

Each of the Parties shall be furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of either Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

13.0 Assignment and Subcontracting:

This Agreement shall not be assigned in whole or in part and no Party shall delegate or subcontract all or part of its duties under this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date.

CHAPTER
REPRESENTATIVE

AUTHORIZED PROVIDER
REPRESENTATIVE

SIGNATURE: _____

DATE: _____

PRINTED NAME: Renae Foster

TITLE: Director of Preparedness

PHONE NUMBER: 308-382-3790

FAX NUMBER: 308-382-2494

E-MAIL: renae@giredcross.org

Todd McCoy

Park and Recreation

385-5444 X 290

tmccoy@grand-island.com

APPENDIX A
COURSES, EQUIPMENT, MATERIALS AND FEES

A. Courses: Lifeguarding, WSI, CPR/AED Professional , Swim Lessons

B. Equipment and Supplies:

Equipment	Rental Fee	Per
Manikins	\$5.00	Per item/per day
AED trainers	\$5.00	Per item/per day
BVM	\$5.00	Per day
DVD	\$5.00	Per item/per day

C. Course/Instructor Materials:

Item Description/Stock Number	Cost	Unit
See attached scheduled price list		

D. Training Fees:

Fee Description	Fee	Unit
Authorized Provider Fees \$5.00 or \$3.00 swim lessons	\$5.00	Per student
Instructor Course Fees	\$150.00	Per student
Instructor Course equipment rental Fees	\$5.00	Per item
Instructor Course Fees		
Instructor Course Fees		

E. Special billing or payment instructions (Optional):

F. Additional Services (Optional):

APPENDIX B INSTRUCTORS

Name	Contact Information including address, phone and mail	Chapter of Authorization	Current Instructor Authorization
Mike Nolan		Central Plains	LGI, WSI
Marilyn Jacobson		Central Plains	LGIT, WSIT
Others trained during summer will be added with Mike or Todd's permission			

**APPENDIX C
MULTIPLE FACILITY CONTACTS**

Facility Name and Address	Contact Name	Phone Number Fax Number E-mail Address
City of Grand Island, Island Oasis, Lincoln Pool, City Hall, Red Cross	Mike Nolan or Todd McCoy	385-5444 ext 290

RESOLUTION 2007-142

WHEREAS, the Hall County Chapter of the American Red Cross has historically provided instruction, staffing and other services relating to swimming lessons, lifeguarding, lifeguard instructor training, water safety instructor training, CPR for the professional rescuer, etc. and

WHEREAS, the City of Grand Island is interested in continuing the relationship with the American Red Cross in providing such services; and

WHEREAS, an agreement is required to outline the terms and conditions for each party in providing such services; and

WHEREAS, the proposed Authorized Provider Agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Authorized Provider Agreement between the City and the American Red Cross is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item H1

Review of 2007/2008 Fee Schedules, Outside Agencies and Full Time Equivalent's (FTE's)

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: June 12, 2007

Subject: Approve 2007-2008 Fee Schedule, FTE Requests and Funding for Outside Agencies

Item #'s: H-1

Presenter(s): Dave Springer, Finance Director

Background

A great deal of effort has already been expended on the City budget preparation before reaching this initial presentation to the Council. In May, Department Directors submitted their budgets in detail for review by City Administration. As we continue to deal with the ever upward spiral of operating expenses and payment for capital projects, it becomes even more imperative that we make the best possible use of our resources. At this point, the budget process has entailed:

- * Departments reviewed their current year expenditures and submitted their 2007-2008 budget requests.
- * Outside Agencies were contacted to submit their requests for next year.
- * Requests were reviewed with each department by The Mayor and Finance Director.
- * Budgets for next year were adjusted to promote efficiencies and capital projects were pared down to only those committed for or ones with a high priority.
- * With new facilities and growth in operations to meet the City's needs, some additional FTE's are necessary. Requested are a net of 7.27 FTE's and \$213,586 in the General Fund and a net request of 11.77 FTE's and \$450,611 city-wide.

The Finance Department is in the process of compiling all information to complete the budget.

Discussion

The June 12th meeting commences the first steps in approving the City's 2007-08 budget. This evening, our intent is to review and approve the following schedules and requests:

- User fee schedule.
- Personnel FTE (Full Time Equivalent) request schedule.
- Outside Agency requests.

The Council is asked to review each of these and ask any questions that will clarify the information. Outside Agencies have been notified of this meeting but no presentation has been requested, as their submittals are fairly detailed. City Administration recommendations for funding are included for guidance.

Alternatives

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

1. Approve the recommendation for requested FTEs, Outside Agency funding, and Fee Schedule changes.
2. Modify the request to meet the policy direction of the Council.
3. Postpone the issue to a future date.

Recommendation

City Administration recommends that the City Council review all information and discuss related issues to allow for changes, if so determined, to reach their approval and incorporation into the final budget.

Sample Motion

1. Approve the FTE requests for incorporation into the 2007-2008 budget.
2. Approve the Outside Agency funding for incorporation into the 2007-2008 budget.
3. Approve the User Fee Schedule for incorporation into the 2007-2008 budget.

SUMMARY OF REQUESTED FTE'S, FISCAL YEAR 2007-2008

(Five Year Financial Impact)

		PERSONAL COST					
Dept No.	Department Name	FTE Recommended	Changes	2008-9 Estimate	2009-10 Estimate	2010-11 Estimate	2011-12 Estimate
GENERAL GOVERNMENT							
114 Finance							
	Less: Accounting Clerk	(0.580)	(\$16,377)	(\$16,868)	(\$17,374)	(\$17,896)	(\$18,432)
PUBLIC SAFETY							
221 Fire and Ambulance Services							
	Shift Commander	0.000	\$0	\$0	\$0	\$0	\$0
	Life Safety Officer	0.000	\$0	\$0	\$0	\$0	\$0
	Administrative Assistant - Ambulance Division	0.000	\$0	\$0	\$0	\$0	\$0
	Firefighter / Paramedic	0.000	\$0	\$0	\$0	\$0	\$0
	Total Fire and Ambulance Services	0.000	\$0	\$0	\$0	\$0	\$0
223 Police							
	Custodian	1.000	\$36,307	\$37,396	\$38,518	\$39,674	\$40,864
	School Crossing Guard	0.350	\$5,242	\$5,399	\$5,561	\$5,728	\$5,900
	Police Officer (Add in December)	1.000	\$14,421	\$58,871	\$60,637	\$62,456	\$64,330
	Total Police Services	2.350	\$55,970	\$101,666	\$104,716	\$107,858	\$111,094
226 Emergency Management							
	Emergency Management Coordinator	1.000	\$31,556	\$32,503	\$33,478	\$34,482	\$35,517
	Emergency Management Clerk	(1.000)	(\$30,459)	(\$31,373)	(\$32,314)	(\$33,283)	(\$34,282)
	Communications Specialist	1.000	\$43,648	\$44,957	\$46,306	\$47,695	\$49,126
	Total Emergency Management	1.000	\$44,745	\$46,087	\$47,470	\$48,894	\$50,361
COMMUNITY ENVIRONMENT & LEISURE							
443 Library							
	Library Assistant - Full Time	2.000	\$81,828	\$84,283	\$86,811	\$89,416	\$92,098
	Library Assistant - Part Time	0.000	\$0	\$0	\$0	\$0	\$0
	Library Page - Part Time	0.000	\$0	\$0	\$0	\$0	\$0
	Total Library	2.000	\$81,828	\$84,283	\$86,811	\$89,416	\$92,098
445 Recreation Administration							
	Recreation Coordinator (Split with Shooting Park)	0.250	\$6,917	\$7,125	\$7,338	\$7,558	\$7,785
448 Heartland Shooting Park							
	Maintenance Worker I	0.000	\$0	\$0	\$0	\$0	\$0
	Seasonal Worker	2.000	\$33,586	\$34,594	\$35,631	\$36,700	\$37,801
	Recreation Coordinator (Split with Recreation Dept)	0.250	\$6,917	\$7,125	\$7,338	\$7,558	\$7,785
		2.250	40,503	34,594	35,631	36,700	37,801
PROPERTY TAX REQUIREMENT							
	GENERAL GOVERNMENT	(0.580)	(\$16,377)	(\$16,868)	(\$17,374)	(\$17,896)	(\$18,432)
	PUBLIC SAFETY	3.350	\$100,715	\$147,754	\$152,186	\$156,752	\$161,455
	COMMUNITY ENVIRONMENT & LEISURE	4.500	\$129,248	\$126,001	\$129,781	\$133,674	\$137,685
GENERAL FUND PROPERTY TAX REQUIREMENT		7.270	\$213,586	\$256,886	\$264,593	\$272,531	\$280,707
		=====	=====	=====	=====	=====	=====

SUMMARY OF REQUESTED FTE'S, FISCAL YEAR 2007-2008

(Five Year Financial Impact)

		PERSONAL COST					
Dept No.	Department Name	FTE Recommended	Changes	2008-9 Estimate	2009-10 Estimate	2010-11 Estimate	2011-12 Estimate
ENTERPRISE FUNDS							
505 Sanitary Landfill							
	Equipment Operator	1.000	\$33,686	\$34,697	\$35,737	\$36,810	\$37,914
510 Golf Course							
	Seasonal Part-Time	0.500	\$10,140	\$10,444	\$10,758	\$11,080	\$11,413
	Maintenance Worker II	(1.000)	(\$29,577)	(\$30,464)	(\$31,378)	(\$32,320)	(\$33,289)
	Total Golf Course	(0.500)	(\$19,437)	(\$20,020)	(\$20,621)	(\$21,239)	(\$21,877)
520 Electric Utility							
	Electrical Engineer	1.000	\$61,393	\$63,235	\$65,132	\$67,086	\$69,098
	Wireworker II	1.000	\$58,893	\$60,660	\$62,480	\$64,354	\$66,285
	Lineman Apprentice	1.000	\$53,540	\$55,146	\$56,801	\$58,505	\$60,260
	Total Electrical Utility	3.000	\$173,826	\$179,041	\$184,412	\$189,944	\$195,643
300 Sewer Utility							
	Maintenance Worker I & II	0.000	\$0	\$0	\$0	\$0	\$0
	Assistant Superintendent	0.000	\$0	\$0	\$0	\$0	\$0
	Maintenance Mechanic I or II	1.000	\$48,950	\$50,419	\$51,931	\$53,489	\$55,094
	Locates GIS/GPS Technican	0.000	\$0	\$0	\$0	\$0	\$0
	Seasonal Worker	0.000	\$0	\$0	\$0	\$0	\$0
	Total Sewer Utility	1.000	\$48,950	\$50,419	\$51,931	\$53,489	\$55,094
TOTAL ENTERPRISE FUNDS		4.500	\$237,025	\$244,136	\$251,460	\$259,004	\$266,774
TOTAL CITY		11.770	\$450,611	\$501,022	\$516,053	\$531,534	\$547,480

<u>ORGANIZATION</u>	<u>2004 FUNDED</u>	<u>2005 FUNDED</u>	<u>2006 FUNDED</u>	<u>2007 FUNDED</u>	<u>2008 REQUESTED</u>	<u>STAFF RECOMMEND</u>
Hope Harbor	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 5,000	\$ 4,500
Convention and Visitors Bureau	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 15,000	\$ 10,000
Council for International Visitors	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Crisis Center	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 13,000	\$ 12,000
G. I. Dive and Rescue Team - Trailer	\$ 2,500	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ -
Retired and Senior Volunteer Program (RSVP)	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Senior Citizens Industries, Inc.	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Multicultural Coalition		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Fishing Derby	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Central Nebraska Ethnic Festival (Some in kind, postage, etc.)					\$ 900	\$ 900
Third City Community Clinic					\$ 1,000	0
Heartland CASA (Court Appointed Special Advocate)					\$ 5,000	0
Totals	\$ 57,000	\$ 64,500	\$ 66,500	\$ 66,500	\$ 71,000	\$ 65,400

AGENCIES WITH WORKING RELATIONSHIPS WITH CITY DEPARTMENTS

<u>ORGANIZATION</u>	<u>2004 FUNDED</u>	<u>2005 FUNDED</u>	<u>2006 FUNDED</u>	<u>2007 FUNDED</u>	<u>2008 REQUESTED</u>	<u>STAFF RECOMMEND</u>
Central Nebraska Humane Society	\$150,000	\$157,500	\$157,500	\$167,500	\$ 225,000	\$ 167,500
Central Nebraska Health Department	\$135,000	\$135,000	\$135,000	\$125,000	\$ 125,000	\$ 125,000
Clean Community Systems	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Totals	\$305,000	\$312,500	\$312,500	\$312,500	\$ 370,000	\$ 312,500
TOTAL OUTSIDE AGENCIES	\$362,000	\$377,000	\$379,000	\$379,000	\$ 441,000	\$ 377,900

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
BUILDING DEPARTMENT				
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation				
Estimated Valuations:				
1.00 - 1,600.00	25.00	25.00	26.00	
1,601.00 - 1,700.00	27.00	27.00	28.00	
1,701.00 - 1,800.00	31.00	31.00	32.00	
1,801.00 - 1,900.00	34.00	34.00	35.00	
1,901.00 - 2,000.00	36.00	36.00	37.00	
2,001 - 25,000	36.00 plus	36.00 plus	37.00 plus	
For each additional 1,000 or fraction, to and including 25,000	6.40	6.40	6.50	
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	183.20 plus	183.20 plus	186.50 plus	
	4.90	4.90	5.00	
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	305.70 plus	305.70 plus	311.50 plus	
	3.50	3.50	3.60	
100,001 and up For each additional 1,000 or fraction	480.70 plus	480.70 plus	491.50 plus	
	3.10	3.10	3.20	
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%	
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%	
Inspections outside of normal business hours*	45.00	45.00	50.00	
Reinspection Fee*	45.00	45.00	50.00	
Inspection for which no fee is specifically indicated*	45.00	45.00	50.00	
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one-half hour)*	45.00	45.00	50.00	
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved				
Electrical Contractors License issued between January 1 and June 30	165.00	165.00	165.00	DELETE
Electrical Contractors License issued between July 1 and December 31	115.00	115.00	115.00	DELETE
Electrical Contractors Consecutive Renewal	65.00	65.00	65.00	DELETE
Master and Journeyman Electric (annual)	10.00/card	10.00/card	10.00/card	DELETE
Master and Journeyman Gas (annual)	10.00/card	10.00/card	10.00/card	DELETE
Contracting Gas Fitters License issued between January 1 and June 30	165.00	165.00	165.00	DELETE
Contracting Gas Fitters License issued between July 1 and December 31	115.00	115.00	115.00	DELETE
Contracting Gas Fitters Consecutive Renewal	65.00	65.00	65.00	DELETE
Contracting Plumber License issued between January 1 and June 30	165.00	165.00	165.00	DELETE
Contracting Plumber License issued between July 1 and December 31	115.00	115.00	115.00	DELETE
Contracting Plumber, consecutive renewal	65.00	65.00	65.00	DELETE
Master and Journeyman Plumbing (annual)	10.00/card	10.00/card	10.00/card	DELETE
Water Cond. Contractors License issued between January 1 and June 30	165.00	165.00	165.00	DELETE
Water Cond. Contractors License issued between July 1 and December 31	115.00	115.00	115.00	DELETE
Water Cond. Contractors Consecutive Renewals	65.00	65.00	65.00	DELETE
Annual Fee for water conditioning installers	10.00	10.00	10.00	DELETE
Contracting Sign Hanger License issued between January 1 and June 30	165.00	165.00	165.00	DELETE
Contracting Sign Hanger License issued between July 1 and December 31	115.00	115.00	115.00	DELETE
Contracting Sign Hanger Consecutive renewals	65.00	65.00	65.00	DELETE

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker				100.00
New Contractor Set up fee				100.00
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman				20.00
License: Mechanical, Plumbing, Soft Water - Master				50.00
License: Mechanical, Plumbing, Soft Water - Journeyman				25.00
License: Mechanical, Plumbing, Soft Water - Apprentice				0.00
Board of Appeals application: Building, Electrical, Mechanical, Plumbing				50.00
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing				50.00
Investigation Fee				Minimum \$50.00 or cost of permit
Community Meeting Room Rental Fee First 4 hours	50.00	50.00	50.00	DELETE
Community Meeting Room Rental Fee each additional hour	5.00	5.00	5.00	DELETE
Council Chambers Rental Fee First 4 hours	50.00	50.00	50.00	DELETE
Council Chambers Rental Fee each additional hour	5.00	5.00	5.00	DELETE
Kitchen Rental (per month)	N/A	N/A	N/A	DELETE
Building Mover License issued between January 1 and June 30	165.00	165.00	165.00	
Building Mover License issued between July 1 and December 31	115.00	115.00	115.00	
Building Mover Consecutive Renewal	65.00	65.00	65.00	
Demolition License issued between January 1 and June 30	165.00	165.00	165.00	
Demolition License issued between July 1 and December 31	115.00	115.00	115.00	
Demolition Consecutive Renewal	65.00	65.00	65.00	
Mobile Home Park Registration (annual)				
Park with Facilities for 2 - 3 Mobile Homes	25.00	25.00	25.00	50.00
Park with Facilities for 4 - 15 Mobile Homes	50.00	50.00	50.00	75.00
Park with Facilities for 16 - 25 Mobile Homes	75.00	75.00	75.00	100.00
Park with Facilities for 26 - 50 Mobile Homes	100.00	100.00	100.00	125.00
Park with Facilities for 51 - 100 Mobile Homes	125.00	125.00	125.00	150.00
Park with Facilities for over 100 Mobile Homes	175.00	175.00	175.00	200.00
Mobile Sign Permit Fee for Special Event	100.00	100.00	100.00	100.00
Mobile Sign Permit Fee for 45 days	65.00	65.00	65.00	150.00
Temporary Buildings	65.00	65.00	65.00	100.00
Water Well Registration (Groundwater Control Area Only)	50.00	50.00	50.00	
License Agreement	100.00	100.00	100.00	SEE PUBLIC
Denial of application for license agreement	50.00	50.00	50.00	WORKS
Administration				
Board of Adjustment Prior to Construction	80.00	80.00	80.00	100.00
Board of Adjustment After Construction/No Building Permit	235.00	235.00	235.00	250.00
Board of Adjustment After Construction/Not Conform	400.00	400.00	400.00	400.00
Conditional Use Permit	155.00	155.00	155.00	200.00
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	
Haulers Permit (annual) Garbage	200.00	200.00	200.00	225.00
Haulers Permit (annual) Refuse	65.00	65.00	65.00	75.00
Pawnbroker License (annual)	65.00	65.00	65.00	75.00
Pawnbroker Occupational Tax (annual)				75.00
Liquor Licenses - Occupational Tax (annual)				
Class A Retail beer, on sale	200.00	200.00	200.00	
Class B Retail beer, off sale	50.00	50.00	200.00	
Class C Retail liquor, on/off sale	500.00	500.00	600.00	

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
Class D Retail liquor/beer, off sale	300.00	300.00	400.00	
Class D1 Retail liquor/beer, off sale within zoning jurisdiction	300.00	300.00	400.00	DELETE
Class I Retail liquor, on sale	400.00	400.00	500.00	
Class L Brew Pub	500.00	500.00	500.00	
Class W Beer distributor	250.00	250.00	1000.00	
Class X Alcoholic liquor distributor, except beer	500.00	500.00	1500.00	
Class Z Micro Distiller LB-549				500.00
Liquor License - School Fees (annual)				
Class A Retail beer, on sale	100.00	100.00	100.00	
Class B Retail beer, off sale	25.00	25.00	100.00	
Class C Retail liquor, on/off sale	250.00	250.00	300.00	
Class D Retail Liquor, Off sale			200.00	
Class D1 Retail liquor/beer, off sale within zoning jurisdiction			200.00	DELETE
Special Designated Liquor License	20.00	20.00	40.00	
Application fee for Request to Vacate Easement	75.00	75.00	75.00	DELETE
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	
Kitchen Rental (per month)	10.00	10.00	10.00	DELETE
Bingo Permit (annual)*	10.00*	10.00*	10.00*	
*Fees regulated by State of Nebraska				
PUBLIC INFORMATION				
DVD Tapes (per tape) (GITV)	10.00	10.00	20.00	
Video Tapes (per tape) (GITV)	25.00	25.00	15.00	
Special Employer/Employee Parking Permit	15.00	15.00	Chamber	
Downtown Parking Stalls (hourly)	5.00	5.00	Chamber	
Handicapped Parking Permit*	0.00	0.00	Finance	
Sidewalk Vending Carts	50.00	50.00	Chamber	
Sidewalk Café Permit	100.00	100.00	Chamber	
EMERGENCY MANAGEMENT				
Alarm Registration Fee (yearly)	97.50	97.50	97.50	
Digital Alarm Monitoring Fee (yearly-registration fee included)	218.00	218.00	218.00	
Supervised Alarm Monitoring Fee (yearly-registration fee included)	375.00	375.00	375.00	
Alarm Central Service Fee (yearly)	149.00	149.00	149.00	
False Alarms (each)	103.00	103.00	103.00	
Audio Tapes (per tape, includes search costs)	25.75	25.75	25.75	
Video Alarm Monitor	1545.00	1545.00	1545.00	
Emergency Medical Dispatch Protocol included in billing	36.05	36.05	36.05	
FIRE DEPARTMENT FEES				
Mask Inspection (each time) Annual	40.00 plus parts	40.00 plus parts	40.00 plus parts	
Mask Inspection (each time) Three Years	50.00 plus parts	50.00 plus parts	50.00 plus parts	
Recharge Air Cylinders	N/A	N/A	N/A	
Copy of Fire Report	10.00	10.00	10.00	
CPR Class New (each person)	30.00	30.00	0.00	
CPR BLS Health Care Provider New (\$45.00/person, increments of 6 people) Books are \$13.00/person	\$240.00/6 people, plus books	\$240.00/6 people, plus books	\$240.00/6 people, plus books	\$270.00/6 people, plus books
CPR Class Recertification (each time)	20.00	20.00	0.00	
CPR Class Recertification (\$30.00/person, increments of 6 people) Books are \$13.00 each	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$180.00/6 people, plus books
HeartSaver AED (\$30.00/person, increments of 6 people) Books are \$13.00 each	\$125.00/6 people, plus books	\$125.00/6 people, plus books	\$125.00/6 people, plus books	\$180.00/6 people, plus books

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
HeartSaver CPR: All ages (\$40.00/person, increments of 6 people) Books are \$13.00 each	\$210.00/6 people, plus books	\$210.00/6 people, plus books	\$210.00/6 people, plus books	\$240.00/6 people, plus books
HeartSaver CPR: Adults (\$35.00/person, increments of 6 people) Books are \$13.00 each	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$210.00/6 people, plus books
HeartSaver CPR: Infant/child (\$35.00/person, increments of 6 people) Books are \$13.00 each	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	210.00/6 people, plus books
CPR for Family/Friends: All ages (\$30.00/person, increments of 6 people) Books are \$13.00/6 people	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$180.00/6 people, plus books
CPR for Family/Friends: Adult (\$25.00/person, increments of 6 people) Books are \$13.00/6 people	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$150.00/6 people, plus books
CPR for Family/Friends: Infant/child (\$25.00/person, increments of 6 people) Books are \$13.00/6 people	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$150.00/6 people, plus books
HeartSaver Facts (CPR/First Aid) (\$45.00/person, increments of 6 people) Books are \$30.00	\$240.00/6 people, plus books	\$240.00/6 people, plus books	\$240.00/6 people, plus books	270.00/6 people, plus books
CPR/AED				
Temporary Structures				
Tents over 200 sq ft	N/A	N/A	N/A	
Canopies over 400 sq ft	N/A	N/A	N/A	
Child Care Inspection*				
Consultation	15.00	15.00	15.00	
0 - 8 people	30.00	40.00	40.00	
9 - 12 people	40.00	50.00	50.00	
13 + people	75.00	75.00	75.00	
Liquor Inspection (each)*				
Consumption	50.00	75.00	75.00	
Non-consumption	30.00	50.00	50.00	
Nursing Home, Health Care (each)*	75.00	75.00	75.00	
Hospital (each inspection)*	100.00	150.00	150.00	
Foster Care Homes*	30.00	30.00	30.00	
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	25%	
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	
Alarm System Review	50.00	50.00	50.00	
Sprinkler System Review	\$50.00/Riser + \$25.00 over 10 heads	\$50.00/Riser + \$25.00 over 10 heads	\$50.00/Riser + \$25.00/design area	
Hood System Review	30.00	30.00	30.00	
Suppression System (other)	30.00	30.00	30.00	
Fireworks Permit **used to be under Administration**	200.00	200.00	200.00	400.00
*Fees regulated by State of Nebraska				
AMBULANCE DIVISION				
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 13.00 per mile	250.00	265.00	275.00	290.00
Per call for BLS emergency transportation, plus mileage, one way. 13.00 per mile	440.00	465.00	480.00	504.00

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 13.00 per mile	525.00	545.00	560.00	588.00
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 13.00 per mile	550.00	580.00	595.00	625.00
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 13.00 per mile	635.00	670.00	690.00	725.00
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	235.00	255.00	260.00	273.00
Additional Attendant	125.00	130.00	135.00	DELETE
Specialty Care Transport	570.00	570.00	600.00	630.00
Mileage Fee, per patient mile	11.50	12.00	13.00	
Standby Ambulance Service	\$75.00/hr	75.00/hr	75.00/hr	
Paramedic Intercept	500.00	520.00	535.00	560.00
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.				
PARAMEDIC SERVICE RATES				
Oxygen	38.00	45.00	47.00	49.00
O.B. Kits	15.00	15.00	16.00	
Splints (air and/or hare traction)	20.00	20.00	21.00	
Spinal Immobilization	40.00	75.00	77.00	81.00
Advanced Airway		115.00	118.00	124.00
IV1 (if single IV is started)		45.00	46.00	48.00
IV2 (multiple IV's started)		75.00	77.00	81.00
Bandages		10.00	10.00	11.00
Combo Pad		40.00	42.00	44.00
Resq Pod				100.00
Bone drill				100.00
HUMANE SOCIETY				
Pet License Fee - Un-neutered/un-spayed	18.00	20.00	20.00	
Pet License Fee - Neutered/Spayed	8.00	10.00	10.00	
Pet License Fee - Wild Animal	7.50	7.50	7.50	
Pet License Delinquent Fee	10.00	10.00	10.00	
Impoundment Fee - 1st Offense*	25.00	25.00	25.00	
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00	
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00	
Impoundment Fee - 4th Offense*	100.00	100.00	100.00	
*Impoundment includes a per day boarding fee				
Boarding Fee - Impoundment	10.00/day	10.00/day	10.00 + tax/day	
Boarding Fee - Rabies observation	15.00/day	15.00/day	15.00 + tax/day	
AS OF JUNE 1, 2007, ALL ANIMALS ADOPTED FROM THE CENTRAL NEBRASKA HUMANE SOCIETY WILL BE SPAYED OR NUETERED AND HAVE CURRENT SHOTS				
Adoptions: Un-nuetered/unspayed				
Dogs & Puppies	85.00	85.00	85.00	DELETE
Cats & Kittens	75.00	75.00	75.00	DELETE
Adoptions: Nuetered/spayed				
Dogs	55.00	55.00	55.00	98.00
Cats & Kittens	45.00	45.00	75.00	85.00

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
"VIP" Very Important Pets (Pure breed)				150.00
Pickup and disposal of dead animals at owner's request	12.00	12.00	20.00	
Removal of wildlife from the home, garage or yard at home owner's request				
During business hours	10.00	10.00	15.00	
After regular business hours	15.00	15.00	20.00	
(No charge for removing skunks or bats)				
LIBRARY				
Overdue charge on Library Materials (per item per day)	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	
Interlibrary loan per item (plus postage)	2.00	2.00	2.00	
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	
Photocopy/Computer Print (mono, 11"x17")	0.20	0.20	0.20	
Photocopy/Computer Print (color, 8 1/2"x11")	0.70	0.70	0.70	
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	
Microform Reader-printer copy	0.40	0.40	0.40	
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	
FAX Services				
Outgoing	1st page 3.00 2-10 page 1.25	1st page 3.00 2-10 page 1.25	1st page 3.00 2-10 page 1.25	
Incoming	1st page 2.00 2-10 page 1.00	1st page 2.00 2-10 page 1.00	1st page 2.00 2-10 page 1.00	
Non-Resident Annual Card Fee	0.00	0.00	0.00	
Computer use for work processing, database, spreadsheet applications	0.00	0.00	0.00	
Purchase of computer disk	1.00/disk	1.00/disk	1.00/disk	
PARKS AND RECREATION DEPARTMENT				
CEMETERY DIVISION				
Open/Close Grave (per burial) **oversize vault - add \$150.00**				
Urn Vault over 18" x 18" - Add \$50.00				
Adult	450.00	450.00	450.00	
Child	125.00	125.00	125.00	
Ashes	100.00	100.00	100.00	
After 4:00 pm Monday - Saturday (must leave gravesite by 4:30)				
Adult	600.00	600.00	600.00	
Child	175.00	175.00	175.00	
Ashes	150.00	150.00	150.00	
Sunday & Holiday Open/Close (per burial)				
Adult	700.00	700.00	750.00	
Child	250.00	250.00	300.00	
Ashes	200.00	200.00	250.00	
Disinternment				
Adult	700.00	700.00	750.00	
Child	200.00	200.00	250.00	
Cremation	175.00	175.00	250.00	
Tent/Equipment Use for Service (each use)	150.00	150.00	200.00	250.00

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
Burial Space				
One	450.00	450.00	450.00	
Two	900.00	900.00	900.00	
One-Half Lot (4 or 5 spaces)	1800.00	1800.00	1800.00	
Full Lot (8 or 10 spaces)	3600.00	3600.00	3600.00	
Babyland/or Cremation Space	100.00	100.00	100.00	
Transfer Deed (each new deed)	25.00	25.00	25.00	
House Rental - 3168 Stolley Park Rd/per month	160.00	160.00	160.00	170.00
RECREATION DIVISION				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Volleyball Program (per game)				
League Play - Per Team***	16.00	16.00	17.50	
Basketball Program (per game)				
League Play - Per Team***	22.00	22.00	34.00	
League A - Per Team***				
League B - Per Team***				
League C - Per Team***				
Flag Football Program (per game)				
League Play - Per Team***	30.00	30.00	25.00	
Playground Program (per session)				
Fee per Child	Free	Free	Free	
***Volleyball, Basketball and Flag Football program fees determined by the number of teams signed up to play.				
Lifeguard Training	85.00	85.00	85.00	
Lifeguard Instructor Training	85.00	85.00	85.00	
Water Safety Instructor Training	85.00	85.00	85.00	
Lifeguard Refresher Course	25.00	25.00	25.00	
Guard Start	45.00	45.00	45.00	
Professional CPR Training	40.00	40.00	40.00	
Professional CPR Recertification	25.00	25.00	25.00	
AQUATICS				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Lincoln Pool				
Daily Fees - 4 & under w/paying adult	Free	Free	Free	
Daily Fees - 5 to 15	2.25	2.25	2.25	
Daily Fees - 16 to 54	3.25	3.25	3.25	
Daily Fees - 55 & Over	2.25	2.25	2.25	
Pool Rental	65.00/hr	65.00/hr	65.00/hr	
Season Passes				
Children 5 - 15	30.00	30.00	30.00	
Adults 16 to 54	40.00	40.00	40.00	
Adults 55 and over	30.00	30.00	30.00	
Husband or Wife and Family	75.00	75.00	75.00	
Family	100.00	100.00	100.00	
Lincoln Swimming Lessons per person/per session	18.00	18.00	20.00	

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
WATER PARK				
Locker Rental	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	
Inner Tube Rental - Single	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	
Daily Fees				
Children 4 & under w/paying adult	Free	Free	Free	
Children 5 to 15	4.50	4.75	5.00	
Adults 16 to 54	5.50	5.75	6.00	
Adults 55 and over	4.50	4.75	5.00	
Twilight Fee after 7:00 pm	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	
Family One Day Pass (Family includes two adults and up to four children)	19.00	20.00	20.00	
Season Passes				
Children 5 to 15	65.00	65.00	65.00	
Adults 16 to 54	75.00	75.00	75.00	
Adults 55 and over	65.00	65.00	65.00	
Husband or Wife and Family	140.00	140.00	140.00	
Family	170.00	170.00	170.00	
Replace Season Pass	5.00	5.00	5.00	
Group Fees - Age Group				
10-29 people 5 to 15	4.25	4.50	4.75	
10-29 people 16 to 54	5.25	5.50	5.75	
10-29 people 55 and over	4.25	4.50	4.75	
30-59 people 5 to 15	4.00	4.25	4.50	
30-59 people 16 to 54	5.00	5.25	5.50	
30-59 people 55 and over	4.00	4.25	4.50	
60+ people 5 to 15	3.75	4.00	4.25	
60+ people 16 to 54	4.75	5.00	5.25	
60+ people 55 and over	3.75	4.00	4.25	
Consignment Program - Island Oasis				
Age 5-15			4.00	
Age 16-55			5.00	
55 - Over			4.00	
Pool Rental	325.00/1hr, includes the use of inner tubes	350.00/1 hr, includes the use of inner tubes	350.00/1 hr, includes the use of inner tubes	
Swimming Lessons	18.00 per session	18.00 per session	20.00 per session	
GOLF COURSE				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
Weekday Golfing				
Seniors 55 and older (weekdays & after 1:00 on weekends)				

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
9 holes				10.00
18 holes				14.00
9 holes	10.50	11.55	11.55	12.00
Additional 9 holes weekdays			3.30	4.00
Additional 9 holes weekends			3.30	4.00
Junior Golf-9 holes (weekdays & after 1:00 on weekends)			7.00	7.00
18 holes	13.50	14.85	14.85	16.00
Junior Golf-18 holes (weekdays & after 1:00 on weekends)			10.00	11.00
Weekend/Holiday Golfing				
9 holes	12.75	14.00	14.00	
18 holes	15.75	17.30	17.30	18.00
Passes (annual)				
Adult Seven Day	450.00	495.00	495.00	
Additional Family Member	200.00	220.00	220.00	
Family Pass	650.00	715.00	715.00	
Adult Five Day Pass (Mon-Fri only)	335.00	368.00	368.00	
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	260.00	285.00	285.00	150.00
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	260.00	285.00	285.00	
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	1.87	1.87	1.87	
Cart Rental				
9 holes	N/A	N/A	N/A	
18 holes	N/A	N/A	N/A	
9 holes, two riders	14.00	14.00	14.00	
18 holes, two riders	22.00	22.00	22.00	
9 holes, one rider	7.00	7.00	7.00	
18 holes, one rider	11.00	11.00	11.00	
Golf Cart Punch Cards - 9 holes			99.00	
Golf Cart Punch Cards - 18 holes			155.00	
Group Fees/Discount Booklets				
25 - Rounds	287.50	316.25	316.25	
50 - Rounds	550.00	605.00	605.00	
100 - Rounds	1050.00	1155.00	1155.00	
200 - Rounds	2000.00	2200.00	2200.00	
Green Fee Discounts for large groups				
25-49 people				5%
50-100 people				10%
Over 100 people				15%
HEARTLAND PUBLIC SHOOTING PARK				
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
Adult Skeet/trap per round (25 targets/round)		5.00	5.00	
Skeet/Trap Punch Card rate - 12 rounds @ 4.34/round		55.00	55.00	
Skeet/Trap - Youth Rate (age 18 & under)		2.50	3.50	
Adult Sporting Clays per round (50 targets/round)		15.00	15.00	
Sporting Clays - Punch Card rate - 5 rounds @ 13.27/round		70.00	70.00	
Sporting Clays - Youth Rate (age 18 & under)		7.50	7.50	
Counters-trap, skeet and sporting clays			.22 per target	
5 Stand Sporting Adult			6.00	

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
5 Stand Sporting Youth			4.00	
Daily fee Rifle/Handgun Adult			10.00	
Daily fee Rifle/Handgun Youth			5.00	
Punch Cards (6 days at \$7.50)			45.00	
Family Pass (12 months)			150.00	
PLANNING DEPARTMENT				
Zoning				
Zoning Map Amendment: Grand Island	300.00	300.00	350.00	
Zoning Map Amendment: Hall County	300.00	300.00	350.00	
Zoning Map Amendment: Villages	300.00	300.00	350.00	
Ordinance Amendment	275.00	275.00	400.00	450.00
CD, RD, TD Rezoning, Grand Island	500.00	500.00	500.00	
P.U. D. Rezoning, Hall County (4 or less lots)	225.00	225.00	250.00	
P.U. D. Rezoning, Hall County (5 or more lots)	325.00 plus 10.00/lot	325.00 plus 10.00/lot	350.00 plus 10.00/lot	
Subdivisions				
Preliminary Plat	325.00 plus 10.00/lot	325.00 plus 10.00/lot	350.00 plus 10.00/lot	
Final Plat - Administrative Approval				
Within Grand Island City Limits	25.00	25.00	25.00	
Addition to Grand Island	25.00	25.00	25.00	DELETE
Alda & Doniphan	25.00	25.00	25.00	
Final Plat				
Grand Island Jurisdiction	275.00	275.00	300.00	
Addition to Grand Island	275.00	275.00	300.00	DELETE
2 mile Grand Island limit	275.00	275.00	300.00	DELETE
Elsewhere in Hall County	175.00	175.00	200.00	
One lot in Grand Island	275.00	275.00	300.00	DELETE
Vacation of Plat	175.00	175.00	200.00	
Lots more than 10 acres				
Grand Island Jurisdiction	275.00	275.00	300.00	
Additions to Grand Island	275.00	275.00	300.00	DELETE
2 mile Grand Island limit	275.00	275.00	300.00	DELETE
Comprehensive Plan				
Map Amendment	300.00	300.00	350.00	
Text Amendment	275.00	275.00	350.00	
Publications				
Grand Island Street Directory	10.00	10.00	10.00	
Comprehensive Plan				
Grand Island	75.00	75.00	75.00	
Other Municipalities	50.00	50.00	50.00	
Zoning Ordinances				
Grand Island	15.00	15.00	15.00	
Other Municipalities	10.00	10.00	10.00	
Subdivision regulations				
Grand Island	15.00	15.00	15.00	
Other Municipalities	10.00	10.00	10.00	
Grand Island				
800 Scale Zoning Map Unassembled	100.00	100.00	100.00	
Generalized Zoning Map	35.00	35.00	35.00	40.00
Future Land Use Map	35.00	35.00	35.00	40.00
Grand Island Street Map	10.00	10.00	10.00	
Hall County				
Zoning Map Generalized	20.00	20.00	20.00	25.00
Zoning Map 2" = 1 mile	40.00	40.00	40.00	45.00

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
Road Map	10.00	10.00	10.00	
Wood River, Cairo, Doniphan, Alda				
Basemap	5.00	5.00	5.00	
Zoning Map	25.00	25.00	25.00	30.00
Other Maps				
School District Maps	25.00	25.00	25.00	30.00
Election District Maps	25.00	25.00	25.00	30.00
Fire District Maps	25.00	25.00	25.00	30.00
Custom Printed Maps	8.50/sq foot in	8.50/sq foot in	9.50/sq foot in	10.00/sq foot in
Electronic Publications				
GIS Data CD	50.00	50.00	50.00	
Aerial Photograph CD (MrSID Format)	50.00	50.00	50.00	
Comprehensive Plans All Jurisdictions	50.00	50.00	50.00	
Zoning and Subdivision Regulations All Jurisdictions	20.00	20.00	20.00	
ArcPublisher Basemap All Jurisdictions	100.00	100.00	100.00	
Custom ArcPublisher Map	100.00 plus 40.00/hr	100.00 plus 40.00/hr	100.00 plus 40.00/hr	
Research & Documentation Fee		75.00/ hr Minimum 2 hr	75.00/ hr Minimum 2 hr	95.00/hr Minimum 2 hr
POLICE DEPARTMENT				
Copy of Reports (see below)	2.00	2.00	2.00	
Copy of Records 1-5 pages (for all pages, not each page)	1.00	1.00	1.00	
Copy of Records 6-10 pages (for all pages, not each page)	2.00	2.00	2.00	
Copy of Records 11-15 pages (for all pages, not each page)	3.00	3.00	3.00	
Bicycle License (one time)	0.00	0.00	0.00	
Firearms Permit	5.00	5.00	5.00	
Criminal Record Check (one time)	10.00	10.00	10.00	
Towing Fee - Day	60.00	60.00	60.00	
Towing Fee - Night	80.00	80.00	80.00	
Impoundment Fee for Abandoned Vehicle	30.00	30.00	30.00	
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00	
Alcohol Test for DUI (each time)	95.00	105.00	105.00	
Solicitor's Permit (30 day permit) *used to be under Administration	25.00	25.00	25.00	
Solicitation Permit (per year) * used to be under Administration	No longer available	No longer available	No longer available	
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	
Street Vendor's Permit - 30 days	25.00	25.00	25.00	
Street Vendor's Permit - 90 days	60.00	60.00	60.00	
Street Vendor's Permit - 365 days	200.00	200.00	200.00	
Parking Ramp Permit Fees:				
Lower Level:"Reserved Monthly"	25.00/month	25.00/month	25.00/month	
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	15.00/month	
Reserved Daily Parking	0-2 hours/free	0-2 hours/free	0-2 hours/free	
Reserved Daily Parking	Over 2 hours/5.00 per hour	Over 2 hours/5.00 per hour	Over 2 hours/5.00 per hour	
Police Issued Parking Tickets (tickets issued away from downtown)	10.00	10.00	10.00	
Parking Ramp Boot Fee	25.00	25.00	25.00	
Chamber Lot Parking Fee	10.00/year	10.00/year	10.00/year	
Chamber Lot Boot Fee	25.00	25.00	25.00	
Vehicle Auction Bid Fee (annual-calendar year)			15.00	

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
PUBLIC WORKS DEPARTMENT				
ENGINEERING				
Cut and/or Opening Permit	15.00	15.00	15.00	
Sidewalk and/or Driveway permit	15.00	15.00	15.00	
Tap Permit	30.00	30.00	30.00	
GIS CD	50.00	50.00	50.00	
s.f. Mylar Sepia	2.25	2.25	2.25	
Traffic Count Map	10.00	10.00	10.00	
Aerial Photos - Individuals, businesses and consultants working for profit	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.50/sf	
Directory Map	Planning sells	Planning sells	Planning sells	
Aerial Photos - on CD (TIFF Format)				
Computer setup	15.00	15.00	15.00	
Quarter Section or any part thereof	5.00	5.00	5.00	
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	15.00	
License Agreement Application (Non-refundable)	100.00	100.00	100.00	
License Agreement Appeal	50.00	50.00	50.00	
Permit and Plan Review Fee	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	.50/sf	
Application for vacation of Right-of-Way or Easement (Non-refundable)		100.00	100.00	
STREETS DIVISION				
Pavement cut (sawed), whether bituminous or concrete	3.00/lf + 14.00 callout	3.00/lf + 14.00 callout	3.00/lf + 14.00 callout	
Curb section milling for driveways	6.50/lf + 22.00 call out & permits	6.50/lf + 22.00 call out & permits	6.50/lf + 22.00 call out & permits	7.00/lf + 22.00 call out & permits
Remove & replace 4" Concrete Sidewalk	3.75/sf	3.75/sf	3.75/sf	4.50/sf
Remove & replace 5" Concrete Sidewalk or Drive	4.00/sf	4.00/sf	4.00/sf	4.75/sf
Replace 6" Concrete Paving with 7" Concrete Paving	31.00/sy	31.00/sy	31.00/sy	35.00/sy
Add 1 inch additional thickness over 6" concrete pavement	2.50/sy	2.50/sy	2.50/sy	3.00/sy
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	38.00/sy	38.00/sy	38.00/sy	45.00/sy
Replacement of 6" bituminous surfaced pavement without a concrete base	30.00/sy	30.00/sy	30.00/sy	38.00/sy
Replacement of 2" asphalt surfaced pavement over existing concrete paving	23.50/sy	23.50/sy	23.50/sy	32.00/sy
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off season)	30.00/sy	30.00/sy	30.00/sy	38.00/sy
WASTEWATER TREATMENT (as Approved by Ordinance)				
Sewer Tap Permit	30.00	30.00	30.00	
Cost per 100 cubic feet	1.21	1.25	1.29	1.33
Sewer Service Charge per month	7.33	7.55	7.78	8.00
Industrial Waste Surcharge				
BOD Charge \$/lb over 300 mg/l	0.2498	0.2573	0.265	0.2724
SS Charge \$/lb over 300 mg/l	0.1936	0.1994	0.2054	0.2116
Oil & Grease \$/lb over 100 mg/l	0.0102	0.0105	0.0108	0.0111
Hydrogen Sulfide \$/lb over 0 mg/l				

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
Hydrogen Sulfide charges for industries discharging directly into City's Wastewater Treatment Plant = \$8132.32/per month PLUS	0.1115	0.1148	0.1182	0.1215
Ammonia \$/lb over 30 mg/l	0.3318	0.3418	0.3521	0.362
Industrial Service Four-Part Charge				
Flow Charge (\$/hcf)	0.372	0.3832	0.3947	0.4058
BOD Charge (\$/lb over 0 mg/l)	0.2498	0.2573	0.265	0.2724
SS Charge (\$/lb over 0 mg/l)	0.1936	0.1994	0.2054	0.2116
Oil & Grease (\$/lb over 0 mg/l)	0.0102	0.0105	0.0108	0.0111
Hydrogen Sulfide (\$/lb over 0 mg/l)				
Hydrogen Sulfide charges for industries discharging directly into City's Wastewater Treatment Plant = \$8132.32/per month PLUS	0.1115	0.1148	0.1182	0.1215
Ammonia (\$/lb over 0 mg/l)	0.3318	0.3418	0.3521	0.362
Minimum Charges	17.13	17.64	18.17	18.68
Charges for Septic Tank Sludge Minimum Fee	6.81	7.01	7.22	7.42
Charges for Septic Tank Sludge per 100 gallons	6.20	6.39	6.58	6.76
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.53/lf	0.55	0.57	0.59
SOLID WASTE				
Minimum Charge (Landfill)	1 ton	1 ton	1 ton	
Minimum Charge (Transfer Station)	12.00	12.00	12.00	
A penalty will be applied at both locations (Transfer Station and Landfill) when the delivering vehicle is not properly equipped or the load is not completely covered.				
Amounts contained within less than 75% of vehicle's cargo area	N/A	N/A	N/A	
Amounts contained within less than 100% but more than 75% of the vehicle's cargo area	N/A	N/A	N/A	
Passenger tire	3.25/tire	3.25/tire	3.25/tire	
Passenger tire on rim	13.25/tire	13.25/tire	13.25/tire	
Truck tire	10.00/tire	10.00/tire	10.00/tire	
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire	
Implement tire	25.00/tire	25.00/tire	25.00/tire	
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire	
Special Waste (as designated by Superintendent)	Double the applicable rate	Double the applicable rate	Double the applicable rate	
Drive Off Fees	25.00	25.00	25.00	
Appliances	10.00	10.00	10.00	
*Fee set by Superintendent based on product received				
LANDFILL SITE				
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.				
General Refuse, solid waste (Residential Packer Truck)	27.50/ton	27.50/ton	27.50/ton	
General Refuse, solid waste-- and demolition material (Commercial/Rolloffs)	31.20/ton	31.20/ton	31.20/ton	
General Refuse - in county	N/A	N/A	N/A	
General Refuse - long term out of county	N/A	N/A	N/A	
General Refuse - short term out of county	N/A	N/A	N/A	
Contaminated Soil	15.00/ton	15.00/ton	15.00/ton	
Contaminated Soil - in county	N/A	N/A	N/A	
Contaminated Soil - long term out of county	N/A	N/A	N/A	
Contaminated Soil - short term out of county	N/A	N/A	N/A	
Street Sweepings	4.00/ton	4.00/ton	4.00/ton	
Liquid waste - sludge	not accepted	not accepted	not accepted	

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
Asbestos	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	
Asbestos - in county	N/A	N/A	N/A	
Asbestos - long term out of county	N/A	N/A	N/A	
Asbestos - short term out of county	N/A	N/A	N/A	
Tails & by-products	34.40/ton	34.40/ton	34.40/ton	
Passenger tire			3.25/tire	
Passenger tire on rim			13.25/tire	
Truck tire			10.00/tire	
Truck tire on rim			25.00/tire	
Implement tire			25.00/tire	
Implement tire on rim			50.00/tire	
Appliances			10.00	
Set pricing for special projects with the approval of the Public Works Director and City Administrator				
TRANSFER STATION				
General Refuse, solid waste (Residential Packer Truck)	29.85/ton	29.85/ton	29.85/ton	
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	37.10/ton	37.10/ton	37.10/ton	
General Refuse - in county	N/A	N/A	N/A	
General Refuse - long term out of county	N/A	N/A	N/A	

Proposed Fee Schedule for 2008				
	2005	2006	2007	2008
General Refuse - short term out of county	N/A	N/A	N/A	
Passenger tire			3.25/tire	
Passenger tire on rim			13.25/tire	
Truck tire			10.00/tire	
Truck tire on rim			25.00/tire	
Implement tire			25.00/tire	
Implement tire on rim			50.00/tire	
Appliances			10.00	
COMPOST SITE				
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler				
Private Vehicles Yard Waste - clean grass, leaves or other compostable yard and garden waste	No Charge	No Charge	No Charge	
Commercial Hauler Yard Waste - clean grass, leaves or other compostable yard and garden waste	37.10/ton	37.10/ton	37.10/ton	
Clean lumber, trees or branches - limbs and whole trees must be 10" or less in diameter	37.10/ton	37.10/ton	37.10/ton	
UTILITY SERVICE FEES				
	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	
Late Charge (payment not received prior to next billing)				
Return Check Charge	20.00	20.00	25.00	
Turn on Charge (non payment)	30.00	30.00	30.00	35.00
After 4:30 pm on a business day Turn on Charge (non payment)	130.00	175.00	200.00	
Backflow Processing Fee	2.00/month	2.00/month	2.00/month	
Temporary Commercial Electric Service	105.00	105.00	115.00	125.00
Service Charge (new connections, transfer service)	14.00	14.00	15.00	16.00
Fire Sprinkler System Connection Fee	73.54/yr	80.52/yr	90.72/yr	
Temporary Water Meter on Fire Hydrant	70.00	70.00	80.00	
Locate Stop Box	30.00	30.00	30.00	35.00
Pole Attachment Fee	4.00/yr	4.00/yr	4.00/yr	
Water Service				
3/4"	785.00	990.00	990.00	1135.00
1"	855.00	1070.00	1070.00	1200.00
Excavation Credit	115.00	125.00	125.00	165.00
Bill and collect Sewer (monthly charge)	8550.00	8550.00	8650.00	9160.00
Unauthorized re-connections			100.00	200.00
Water Main Taps - 2" of less	55.00	55.00	55.00	80.00
FINANCE DEPARTMENT FEES				
Returned Check Charge (All City Departments)		20.00	25.00	
Handicap Parking Permit	0.00	0.00	0.00	



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item J1

Approving Payment of Claims for the Period of May 23, 2007 through June 12, 2007

The Claims for the period of May 23, 2007 through June 12, 2007 for a total amount of \$5,822,699.04. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of May 23, 2007 through June 12, 2007

The Claims for the Library Expansion for the period of May 23, 2007 through June 12, 2007 for the following requisition:

#72 \$153,114.50

#73 840.00

A MOTION is in order.

Staff Contact: David Springer

Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801
(308) 382-2760 Fax (308) 382-2770

INVOICE #: 103146
INVOICE DATE: 05/29/07
PERIOD TO: 05/31/07
APPLICATION #: 19
CONTRACT DATE: 07/01/05
DUE DATE: 06/08/07
PAGE: 2

BILL TO: 0001

Grand Island Facilities Corp
211 N Washington
Grand Island, NE 68801

JOB: 50175

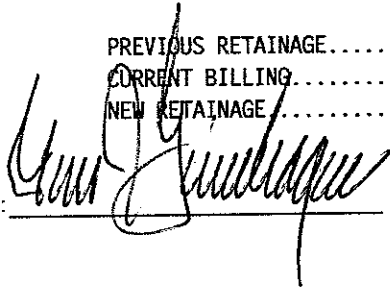
Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	TOTALS:	5830,969.84	5147,226.39	153,114.50	0.00	5300,340.89	93.0	530,628.95	142,500.00

PREVIOUS RETAINAGE.....\$ 142,500.00
CURRENT BILLING.....\$ 153,114.50
NEW RETAINAGE.....\$ 0.00

CONTRACTOR:



DATE: 6-1-07

ARCHITECT:

DATE:

ORIGINAL CONTRACT SUM.....\$ 5,700,000.00
CHANGE BY CHANGE ORDER.....\$ 130,969.84
CONTRACT SUM TO DATE.....\$ 5,830,969.84
TOTAL COMPLETED & STORED TO DATE.....\$ 5,300,340.89
TOTAL RETAINAGE.....\$ 142,500.00
TOTAL EARNED LESS RETAINAGE.....\$ 5,157,840.89
LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$ 5,004,726.39

CURRENT PAYMENT DUE.....\$ 153,114.50

Thank you for your business!

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 73

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

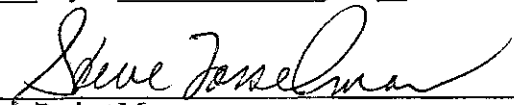
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the 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>
Jones Library Sales, Inc.	\$480.00	Moved books and shelves weeks
Jones Library Sales, Inc.	\$360.00	ending 5/11/07 and 5/18/07.
	\$840.00	

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 5th day of June, 2007.



Project Manager

Jones Library Sales, Inc.

100 E. School Street
P.O. Box 536
Carlisle, IA 50047

INVOICE

DATE INVOICE
5/15/2007 0507-7

BILL TO

**EDITH ABBOTT MEMORIAL LIBRARY
ATTN: STEVE FOSSELMAN
211 N. WASHINGTON
GRAND ISLAND, NE 68801
P: 308-385-5333 F: 308-385-5339**

SHIP TO

**EDITH ABBOTT MEMORIAL LIBRARY
211 N. WASHINGTON
GRAND ISLAND, NE 68801**

ORDER	TERMS	REP	YOUR ORDER #	SHIP DATE	SHIP VIA	FOB
CSD	Net 15	KEN	VERBAL	5/11/2007	OUR TRUCK	DEL/INSTALL
QTY	ITEM	DESCRIPTION	UNIT	TOTAL		
1	CSD	LABOR TO MOVE SHELVING & BOOKS FOR WEEK ENDING 5/11/07	480.00	480.00		

THANKS STEVE !!!

JONES LIBRARY SALES INC
PHONE: 515-989-4241 FAX: 515-989-4230
FIN #42-1145395
www.joneslibrary.com joneslib@msn.com

Total \$480.00

Jones Library Sales, Inc.

100 E. School Street
P.O. Box 536
Carlisle, IA 50047

INVOICE

DATE INVOICE
5/24/2007 0507-012

BILL TO

**EDITH ABBOTT MEMORIAL LIBRARY
ATTN: STEVE FOSSELMAN
211 N. WASHINGTON
GRAND ISLAND, NE 68801
P: 308-385-5333 F: 308-385-5339**

SHIP TO

**EDITH ABBOTT MEMORIAL LIBRARY
211 N. WASHINGTON
GRAND ISLAND, NE 68801**

ORDER	TERMS	REP	YOUR ORDER #	SHIP DATE	SHIP VIA	FOB
CSD	Net 15	KEN	VERBAL	5/18/2007	OUR TRUCK	DEL/INSTALL
QTY	ITEM	DESCRIPTION	UNIT	TOTAL		
1	LOT	MOVING BOOKS & SHELVING THE WEEK ENDING 5/18/07	360.00	360.00		

THANKS STEVE !!!

**JONES LIBRARY SALES INC
PHONE: 515-989-4241 FAX: 515-989-4230
FIN #42-1145395
www.joneslibrary.com joneslib@msn.com**

Total \$360.00



City of Grand Island

Tuesday, June 12, 2007

Council Session

Item -1

Discussion Concerning Northwestern Gas Rate Negotiations

City Attorney Dale Shotkoski will update the Mayor and City Council on the Northwestern Gas Rate Negotiations.

Staff Contact: Dale Shotkoski