
City of Grand Island



Tuesday, July 24, 2007

Council Session Packet

City Council:

**Tom Brown
Larry Carney
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
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 Rene Lopez, Iglesia De Dios Eben-Ezer, 2525 West State Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item C1

Recognition of 2006-2007 Community Youth Council

The Mayor and City Council will recognize the hard work and many hours contributed by the Community Youth Council to the community of Grand Island through sponsored and collaborative events. A short presentation will be given regarding the highlights of the 2006-07 Community Youth Council year. All youth and adult members will be recognized with a certificate and a special gift will be given to the seniors that just graduated. Congratulations on a successful year.

Staff Contact: Mayor Margaret Hornady



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item C.1

**Public Hearing on Proposed Fiscal Year 2007-2008 Annual Budget
for the Grand Island Area Solid Waste Agency**

Staff Contact: Steve Riehle

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 24, 2007

Subject: Public Hearing and Approval of FY 2007-2008 Grand Island Area Solid Waste Agency Budget

Item #'s: C.-1 & C.-2

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

Background

The Solid Waste Agency is required to hold a budget hearing separate from that of the City and approve the budget by passing a resolution.

Discussion

A budget has been developed for the Agency, which a copy is included. The Agency budget is the same as the City Solid Waste Division budget (Fund 505). The memo from the June 19, 2007 council study session is included for reference. This budget appears in the City's Annual Budget Document for Fiscal Year 2007-2008.

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 budget for the Solid Waste Agency for the FY 2007-2008.

Sample Motion

Motion to approve the budget for the Solid Waste Agency.

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 19, 2007

Subject: Request for an Additional FTE Equipment Operator for the Solid Waste Division of the Public Works Department

Item #'s: 3

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

Background

The division operates under rules that are regulated by the NDEQ. The Solid Waste Division of the Public Works Department operates a Transfer Station at 5050 West Old Potash Highway and a Subtitle D Landfill at 19550 West Husker Highway. The Transfer Station is located on a 32 acre site that is 3 miles west of US Highway 281 on Old Potash Highway. The 330 acre Landfill is located on Husker Highway just east of the Buffalo County line. The original construction of the landfill in 1992 was financed with bonds. The second landfill expansion project in 1998 was paid for with cash. The next expansion project at the landfill is projected to take place after the original bonds are paid off in 2011.

The Solid Waste Division of the Public Works Department is an enterprise fund with disposal fees providing the financial support for the operation. The division competes with other landfills in the area for customers. Key components to maintaining the customer base and solid waste flows include customer service, hours of operation, flexibility, diversity and of course price. Disposal fees have not changed since October 2003 because competitive fees are the most important factor to maintaining the revenue stream.

The volume of solid waste received peaked shortly after the Landfill opened because the Grand Island Solid Waste Landfill was one of the early Subtitle D Landfills to begin operation. As other Subtitle D Landfills opened, disposal prices and travel distance determined where the trash would go. The volumes stabilized in the early 2000's and have steadily increased since then. The actual revenue from fees consistently exceed projections.

Tipping fee revenues for the division for the last 5 years are as follows:

<u>Fiscal Year</u>	<u>Tipping Fees (millions of dollars)</u>
2003/2004	\$2.060
2004/2005	\$2.128
2005/2006	\$2.300
2006/2007	\$2.550 (projected)
2007/2008	\$2.650 (proposed budget)

Discussion

The Solid Waste Division currently has 9 full time employees, 3 part-time and 3 seasonal employees. Two of the part-time employees work the scale window on weekends. One part-time employee is a retired equipment operator that fills in. Two of the seasonal employees staff the yard waste site. One seasonal employee helps with ground maintenance. Personnel costs are approximately 30% of the budget. A position for an Assistant Superintendent was eliminated from the division in the 2003/2004 budget.

The Transfer Station is currently open 50 hours per week. Because the division has to compete and provide customer service, gate hours cannot be reduced. Work schedules have been staggered and overtime reduced as much as possible without impacting customer service. To deal with the increased volumes the equipment operators are working 48 to 49 hours per week. With the trash volumes continuing to increase, the request for an additional Equipment Operator will be easily covered with the increased revenues.

Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

It is the intent of City Administration to bring this issue to a future council meeting.

Fund	Department Summary	Public Works
Enterprise		
Fund Type	Supervisor	
Solid Waste	Public Works Director	505

Description

The Solid Waste Division owns and operates a 330 acre Landfill located 20 miles west of Grand Island and a Transfer Station & Compost operation on a 32 acre site located 1 mile west of the City Limits. The Landfill was constructed and is being operated in accordance with the latest environmental standards and Federal and State Regulations. These facilities provide for the disposal of solid waste from all of Hall County and some surrounding areas. The Division is funded through revenues generated by gate fees at the facilities.

Budget Narrative

This budget provides for the continued operation and upgrading of the Solid Waste Division's facilities and equipment. Due to increased tonnage and high traffic volumes, funds have been budgeted for an additional FTE (Equipment Operator) to split duties between the landfill and transfer station. The capital portion of the budget provides for the replacement of a truck-tractor and trailer and also a pickup at the transfer station. Also included in the capital portion of the budget is a GPS unit and base station to be used at the landfill. The last rate increase occurred October 1, 2004, and there is no rate increase proposed again this year.

Personnel

Title	2005	2006	2007	Net Change	2008
Accounting Technician - Solid Waste	1	1	1	0	1
Equipment Operator	4.5	4.5	4.5	1	5.5
Seasonal Worker	0.3	1.05	1.05	0	1.05
Senior Equipment Operator	2	2	2	0	2
Solid Waste Division Clerk	2.25	1.5	1.5	0	1.5
Solid Waste Superintendent	1	1	1	0	1
Totals:	11.05	11.05	11.05	1	12.05

SOLID WASTE

	<u>2005</u> <u>Actual</u>	<u>2006</u> <u>Actual</u>	<u>2007</u> <u>Revised</u>	<u>2007</u> <u>Projected</u>	<u>2008</u> <u>Budget</u>
Beginning Cash Balance	4,322,729	4,712,167	5,291,307	5,291,307	5,400,061
Revenue	2,361,580	2,492,981	2,973,160	3,151,971	2,871,665
Transfers In	-	-	-	-	-
Total Resources Available	6,684,309	7,205,147	8,264,467	8,443,278	8,271,726
Expenditures	1,972,143	1,913,840	3,080,854	3,043,218	2,549,685
Transfers Out	-	-	-	-	-
Total Requirements	1,972,143	1,913,840	3,080,854	3,043,218	2,549,685
Ending Cash Balance	4,712,167	5,291,307	5,183,613	5,400,061	5,722,041
Unrestricted Cash	2,743,148	3,081,718	2,734,024	2,833,933	2,805,913
Restricted Cash	1,969,019	2,209,589	2,449,589	2,566,128	2,916,128
	4,712,167	5,291,307	5,183,613	5,400,061	5,722,041

CITY OF GRAND ISLAND
BUDGET FOR THE YEAR ENDING SEPTEMBER 30, 2008

	2005 ACTUAL	2006 ACTUAL	2007 REVISED BUDGET	2007 PROJECTION	2008 BUDGET
SOLID WASTE					

SOLID WASTE					

TRANSFER STATION					

50530040 74773 CO-PAY HEALTH INSURANCE	2,604.72	3,841.08	3,019.00	3,200.00	4,497.00
50530040 74815 TRADE-IN ALLOW - MACH & EQU	.00	14,500.00	.00	.00	68,000.00
TOTAL TRANSFER STATION	2,604.72	18,341.08	3,019.00	3,200.00	72,497.00
YARD WASTE SITE					

50530041 74773 CO-PAY HEALTH INSURANCE	980.88	1,137.12	1,137.00	1,137.00	1,137.00
TOTAL YARD WASTE SITE	980.88	1,137.12	1,137.00	1,137.00	1,137.00
LANDFILL					

50530043 74519 LANDFILL SERVICE FEES	2,128,168.32	2,299,365.62	2,438,885.00	2,550,000.00	2,650,000.00
50530043 74715 OTHER RENTAL	3,150.00	1,575.00	3,150.00	4,000.00	3,150.00
50530043 74773 CO-PAY HEALTH INSURANCE	6,759.54	6,427.64	8,969.00	8,969.00	9,866.00
50530043 74787 INTEREST & DIVIDEND REVENUE	80,235.42	148,994.77	110,000.00	132,656.00	132,656.00
50530043 74792 SALE PROCEEDS - MISC PROPER	.00	2,079.00	1,000.00	1,000.00	1,000.00
50530043 74795 OTHER REVENUE	9,681.10	15,060.48	1,000.00	1,359.00	1,359.00
50530043 74815 TRADE-IN ALLOW - MACH & EQU	.00	.00	406,000.00	449,650.00	.00
50530043 74830 SALE OF FIXED ASSETS	130,000.00	.00	.00	.00	.00
TOTAL LANDFILL	2,357,994.38	2,473,502.51	2,969,004.00	3,147,634.00	2,798,031.00
TOTAL	2,361,579.98	2,492,980.71	2,973,160.00	3,151,971.00	2,871,665.00
SOLID WASTE					

CITY OF GRAND ISLAND
BUDGET FOR THE YEAR ENDING SEPTEMBER 30, 2008

	2005 ACTUAL	2006 ACTUAL	2007 REVISED	2007 PROJECTION	2008 BUDGET
SOLID WASTE					

SOLID WASTE					

TRANSFER STATION					

PERSONNEL SERVICES					

50530040 85105 SALARIES - REGULAR	130,987.26	132,635.39	126,968.00	153,500.00	137,447.00
50530040 85110 SALARIES - OVERTIME	22,527.88	21,616.28	20,700.00	23,000.00	25,000.00
50530040 85115 F.I.C.A. PAYROLL TAXES	11,450.17	11,391.32	11,296.00	13,000.00	12,427.00
50530040 85120 HEALTH INSURANCE	26,895.76	23,969.88	23,226.00	37,100.00	34,594.00
50530040 85125 LIFE INSURANCE	374.27	342.26	414.00	414.00	483.00
50530040 85130 DISABILITY INSURANCE	295.82	266.54	378.00	250.00	421.00
50530040 85135 TUITION REIMBURSEMENT	.00	.00	200.00	.00	200.00
50530040 85140 CLOTHING ALLOWANCE	244.52	201.05	300.00	250.00	400.00
50530040 85145 PENSION CONTRIBUTION	8,902.97	7,218.78	8,112.00	9,200.00	9,332.00
50530040 85150 WORKERS COMPENSATION	1,967.26	5,615.00	5,700.00	5,700.00	5,700.00
50530040 85160 OTHER EMPLOYEE BENEFITS	88.00	226.50	100.00	100.00	100.00
50530040 85161 VEBA	1,438.37	1,559.99	1,950.00	2,400.00	2,503.00
50530040 85165 UNEMPLOYMENT CONTRIBUTIONS	.00	.00	.00	2,304.00	.00
TOTAL PERSONNEL SERVICES	205,172.28	205,042.99	199,344.00	247,218.00	228,607.00
OPERATING EXPENSES					

50530040 85201 AUDITING & ACCOUNTING	.00	.00	1,700.00	1,700.00	1,700.00
50530040 85213 CONTRACT SERVICES	10,128.64	216.00	3,450.00	3,000.00	3,450.00
50530040 85221 ADMINISTRATIVE SERVICES	3,277.48	.00	6,500.00	6,000.00	6,500.00
50530040 85245 PRINTING & BINDING SERVICES	1,320.07	.00	1,200.00	2,000.00	1,900.00
50530040 85290 OTHER PROFESSIONAL & TECH	3,806.20	1,000.00	5,000.00	5,000.00	5,000.00
50530040 85305 UTILITY SERVICES	2,685.48	3,171.74	5,000.00	3,800.00	5,000.00
50530040 85324 REPAIR & MAINT - BUILDING	12,515.46	2,229.88	10,700.00	10,000.00	10,700.00
50530040 85325 REPAIR & MAINT - MACH & EQU	10,371.59	29,998.92	25,000.00	20,000.00	28,000.00
50530040 85330 REPAIR & MAINT - OFF FURN &	.00	1,584.61	2,500.00	2,400.00	2,500.00
50530040 85335 REPAIR & MAINT - VEHICLES	23,520.28	36,358.90	25,000.00	30,000.00	32,000.00
50530040 85336 REPAIRS & MAINT - LAND IMPR	2,322.32	1,225.54	12,446.49	12,400.00	12,000.00
50530040 85340 RENT	2,561.22	3,479.24	2,100.00	2,600.00	2,500.00
50530040 85390 OTHER PROPERTY SERVICES	4,159.82	6,089.62	7,000.00	6,900.00	7,000.00
50530040 85401 GENERAL LIABILITY INSURANCE	3,547.00	7,315.00	11,565.00	11,565.00	11,565.00
50530040 85404 PROPERTY INSURANCE	4,100.00	4,500.00	4,500.00	4,500.00	4,500.00
50530040 85407 AUTOMOBILE INSURANCE	1,800.00	1,900.00	1,900.00	1,900.00	1,900.00

CITY OF GRAND ISLAND
BUDGET FOR THE YEAR ENDING SEPTEMBER 30, 2008

	2005 ACTUAL	2006 ACTUAL	2007 REVISED	2007 PROJECTION	2008 BUDGET
SOLID WASTE					
50530040 85410 TELEPHONE	2,053.89	1,954.74	2,050.00	2,400.00	2,500.00
50530040 85413 POSTAGE	253.89	350.56	400.00	450.00	450.00
50530040 85416 ADVERTISING	102.70	111.48	700.00	600.00	700.00
50530040 85419 LEGAL NOTICES	60.74	76.66	150.00	150.00	150.00
50530040 85422 DUES & SUBSCRIPTIONS	643.00	.00	1,000.00	1,050.00	1,100.00
50530040 85424 LICENSE & FEES	54,997.74	56,461.33	60,000.00	62,000.00	65,000.00
50530040 85425 BOOKS	.00	.00	100.00	100.00	100.00
50530040 85428 TRAVEL & TRAINING	2,738.96	2,234.18	7,500.00	7,000.00	7,500.00
50530040 85453 CASH OVER & SHORT	.00	.00	200.00	200.00	200.00
50530040 85490 OTHER EXPENDITURES	1,053.93	4,512.85	2,850.00	6,500.00	3,000.00
50530040 85505 OFFICE SUPPLIES	2,179.27	1,868.90	1,956.06	3,000.00	2,500.00
50530040 85510 CLEANING SUPPLIES	255.10	35.93	900.00	800.00	900.00
50530040 85515 GASOLINE	804.42	310.02	2,500.00	3,000.00	3,000.00
50530040 85520 DIESEL FUEL	47,488.00	52,350.31	62,000.00	64,000.00	70,000.00
50530040 85530 OIL SUPPLIES	148.00	.00	650.00	600.00	650.00
50530040 85535 CHEMICAL SUPPLIES	40.50	.00	50.00	50.00	50.00
50530040 85540 MISC OPERATING EQUIPMENT	1,542.00	.00	10,000.00	9,000.00	10,000.00
50530040 85590 OTHER GENERAL SUPPLIES	4,782.50	5,859.08	5,500.00	6,000.00	6,000.00
TOTAL OPERATING EXPENSES	205,260.20	225,195.49	284,067.55	290,665.00	310,015.00
CAPITAL OUTLAY					
50530040 85610 BUILDINGS	105,050.00	.00	.00	.00	.00
50530040 85612 BUILDING IMPROVEMENTS	.00	.00	30,000.00	22,000.00	25,000.00
50530040 85615 MACHINERY AND EQUIPMENT	.00	192,355.00	.00	.00	230,000.00
50530040 85625 VEHICLES	.00	164,224.00	.00	.00	190,000.00
TOTAL CAPITAL OUTLAY	105,050.00	356,579.00	30,000.00	22,000.00	445,000.00
TOTAL TRANSFER STATION	515,482.48	786,817.48	513,411.55	559,883.00	983,622.00
YARD WASTE SITE					
PERSONNEL SERVICES					
50530041 85105 SALARIES - REGULAR	37,612.97	39,914.07	60,100.00	42,000.00	55,564.00
50530041 85110 SALARIES - OVERTIME	4,853.90	4,690.12	9,000.00	8,000.00	9,000.00
50530041 85115 F.T.C.A. PAYROLL TAXES	3,173.67	3,325.24	5,286.00	4,000.00	4,939.00
50530041 85120 HEALTH INSURANCE	8,174.20	8,746.32	8,746.00	8,900.00	8,746.00
50530041 85125 LIFE INSURANCE	117.12	117.12	138.00	120.00	138.00

CITY OF GRAND ISLAND
BUDGET FOR THE YEAR ENDING SEPTEMBER 30, 2008

	2005 ACTUAL	2006 ACTUAL	2007 REVISED	2007 PROJECTION	2008 BUDGET
SOLID WASTE					
50530041 85130 DISABILITY INSURANCE	93.22	100.93	138.00	75.00	139.00
50530041 85140 CLOTHING ALLOWANCE	64.25	56.35	50.00	50.00	50.00
50530041 85145 PENSION CONTRIBUTION	2,509.98	2,676.21	2,966.00	2,900.00	3,102.00
50530041 85150 WORKERS COMPENSATION	1,190.00	1,771.00	1,623.00	1,623.00	1,623.00
50530041 85161 VERA	442.00	520.00	650.00	650.00	715.00
TOTAL PERSONNEL SERVICES	58,231.31	61,917.36	88,697.00	68,318.00	84,016.00
OPERATING EXPENSES					
50530041 85201 AUDITING & ACCOUNTING	.00	.00	525.00	400.00	525.00
50530041 85213 CONTRACT SERVICES	3,683.63	.00	3,900.00	3,800.00	3,900.00
50530041 85245 PRINTING & BINDING SERVICES	.00	.00	150.00	150.00	150.00
50530041 85290 OTHER PROFESSIONAL & TECH	.00	.00	150.00	140.00	150.00
50530041 85305 UTILITY SERVICES	320.96	859.62	1,500.00	1,450.00	1,500.00
50530041 85324 REPAIR & MAINT - BUILDING	86.06	14.22	500.00	400.00	500.00
50530041 85325 REPAIR & MAINT - MACH & EQU	.00	78.35	500.00	425.00	500.00
50530041 85330 REPAIR & MAINT - OFF FURN &	.00	.00	100.00	100.00	100.00
50530041 85335 REPAIR & MAINT - VEHICLES	.00	.00	1,000.00	900.00	1,000.00
50530041 85336 REPAIRS & MAINT - LAND IMPR	454.95	.00	500.00	400.00	500.00
50530041 85340 RENT	707.35	1,130.73	700.00	1,100.00	1,000.00
50530041 85390 OTHER PROPERTY SERVICES	7,448.00	4,365.70	3,815.00	2,800.00	3,500.00
50530041 85401 GENERAL LIABILITY INSURANCE	1,525.00	3,661.00	5,788.00	5,788.00	5,788.00
50530041 85404 PROPERTY INSURANCE	1,000.00	1,100.00	1,100.00	1,100.00	1,100.00
50530041 85407 AUTOMOBILE INSURANCE	650.00	700.00	700.00	700.00	700.00
50530041 85410 TELEPHONE	.00	371.01	500.00	400.00	500.00
50530041 85413 POSTAGE	131.40	.00	50.00	50.00	50.00
50530041 85416 ADVERTISING	364.82	167.96	175.00	450.00	300.00
50530041 85419 LEGAL NOTICES	.00	.00	50.00	50.00	50.00
50530041 85422 DUES & SUBSCRIPTIONS	150.00	.00	200.00	150.00	200.00
50530041 85424 LICENSE & FEES	47.60	50.00	500.00	300.00	500.00
50530041 85425 BOOKS	.00	.00	100.00	90.00	100.00
50530041 85428 TRAVEL & TRAINING	235.00	167.00	500.00	450.00	500.00
50530041 85490 OTHER EXPENDITURES	173.45	.00	500.00	450.00	500.00
50530041 85505 OFFICE SUPPLIES	.00	.00	620.00	600.00	700.00
50530041 85510 CLEANING SUPPLIES	.00	.00	140.00	100.00	150.00
50530041 85515 GASOLINE	.00	.00	200.00	300.00	300.00
50530041 85520 DIESEL FUEL	.00	.00	1,300.00	1,500.00	1,500.00
50530041 85530 OIL SUPPLIES	.00	.00	50.00	50.00	50.00
50530041 85540 MISC OPERATING EQUIPMENT	.00	.00	290.00	250.00	290.00
50530041 85590 OTHER GENERAL SUPPLIES	1,343.86	437.79	1,250.00	1,000.00	1,250.00
TOTAL OPERATING EXPENSES	18,322.08	13,103.38	27,353.00	25,843.00	27,853.00
TOTAL YARD WASTE SITE	76,553.39	75,020.74	116,050.00	94,161.00	111,869.00

LANDFILL

CITY OF GRAND ISLAND
BUDGET FOR THE YEAR ENDING SEPTEMBER 30, 2008

	2005 ACTUAL	2006 ACTUAL	2007 REVISED	2007 PROJECTION	2008 BUDGET
SOLID WASTE					

PERSONNEL SERVICES					

50530043 85105 SALARIES - REGULAR	199,981.31	185,624.80	188,937.00	198,000.00	246,463.00
50530043 85110 SALARIES - OVERTIME	19,007.07	15,718.28	35,300.00	18,000.00	35,300.00
50530043 85115 F.I.C.A. PAYROLL TAXES	15,805.49	14,227.04	18,683.00	15,000.00	21,554.00
50530043 85120 HEALTH INSURANCE	51,141.27	55,195.96	68,995.00	57,000.00	75,895.00
50530043 85125 LIFE INSURANCE	465.73	468.46	690.00	500.00	759.00
50530043 85130 DISABILITY INSURANCE	392.84	394.14	642.00	560.00	682.00
50530043 85135 TUITION REIMBURSEMENT	.00	.00	300.00	300.00	300.00
50530043 85140 CLOTHING ALLOWANCE	447.83	486.30	550.00	500.00	550.00
50530043 85145 PENSION CONTRIBUTION	10,528.27	10,233.03	13,744.00	12,000.00	15,156.00
50530043 85150 WORKERS COMPENSATION	3,918.00	6,341.00	5,810.00	5,810.00	5,810.00
50530043 85160 OTHER EMPLOYEE BENEFITS	1,583.13	509.00	4,460.00	4,460.00	4,460.00
50530043 85161 VEDA	1,757.63	2,080.01	3,250.00	2,700.00	3,933.00
50530043 85165 UNEMPLOYMENT CONTRIBUTIONS	.00	236.00	.00	.00	.00
TOTAL PERSONNEL SERVICES	305,028.57	291,514.02	341,361.00	314,830.00	410,862.00
OPERATING EXPENSES					

50530043 85201 AUDITING & ACCOUNTING	.00	.00	2,140.00	2,140.00	2,140.00
50530043 85213 CONTRACT SERVICES	1,338.48	12,493.96	17,000.00	16,000.00	19,000.00
50530043 85221 ADMINISTRATIVE SERVICES	24,727.25	28,076.44	24,000.00	31,000.00	31,000.00
50530043 85225 ENGINEERING SERVICES	12,400.00	43,671.62	79,028.38	79,000.00	60,000.00
50530043 85245 PRINTING & BINDING SERVICES	926.07	450.00	1,300.00	1,000.00	1,300.00
50530043 85290 OTHER PROFESSIONAL & TECH S	5,250.00	3,000.00	10,000.00	9,500.00	10,000.00
50530043 85293 OTHER PROFESSIONAL & TECH	.00	245.00	.00	350.00	300.00
50530043 85305 UTILITY SERVICES	8,342.95	9,507.09	8,500.00	8,800.00	9,000.00
50530043 85324 REPAIR & MAINT - BUILDING	2,314.80	992.85	9,800.00	9,100.00	9,800.00
50530043 85325 REPAIR & MAINT - MACH & EQU	15,434.29	30,396.88	42,646.32	41,500.00	44,000.00
50530043 85330 REPAIR & MAINT - OFF FURN &	767.95	.00	1,500.00	900.00	1,500.00
50530043 85335 REPAIR & MAINT - VEHICLES	2,071.94	1,093.21	4,100.00	3,900.00	4,100.00
50530043 85336 REPAIRS & MAINT - LAND IMPR	812.02	.00	4,000.00	3,500.00	4,000.00
50530043 85340 RENT	3,855.13	3,420.64	4,000.00	4,100.00	4,500.00
50530043 85390 OTHER PROPERTY SERVICES	2,380.81	843.22	2,000.00	1,900.00	2,000.00
50530043 85401 GENERAL LIABILITY INSURANCE	1,217.00	3,808.00	4,439.00	4,439.00	4,439.00
50530043 85404 PROPERTY INSURANCE	6,200.00	6,400.00	6,400.00	6,400.00	6,400.00
50530043 85407 AUTOMOBILE INSURANCE	4,000.00	4,500.00	4,500.00	4,500.00	4,500.00
50530043 85410 TELEPHONE EXPENSE	2,575.91	2,355.95	2,520.00	2,650.00	2,700.00
50530043 85413 POSTAGE	32.17	92.92	100.00	90.00	100.00
50530043 85416 ADVERTISING	921.40	235.23	350.00	336.50	350.00
50530043 85419 LEGAL NOTICES	.00	32.37	200.00	200.00	200.00

CITY OF GRAND ISLAND
BUDGET FOR THE YEAR ENDING SEPTEMBER 30, 2008

	2005 ACTUAL	2006 ACTUAL	2007 REVISED	2007 PROJECTION	2008 BUDGET
SOLID WASTE					
50530043 85422 DUES & SUBSCRIPTIONS	389.75	159.50	750.00	600.00	750.00
50530043 85424 LICENSE & FEES	71,381.76	75,901.77	84,000.00	84,000.00	92,000.00
50530043 85428 TRAVEL & TRAINING	2,111.73	1,732.51	5,000.00	4,400.00	5,000.00
50530043 85490 OTHER EXPENDITURES	8,216.03	11,733.74	9,025.50	12,718.00	9,500.00
50530043 85505 OFFICE SUPPLIES	1,402.16	1,098.33	2,500.00	2,500.00	2,500.00
50530043 85510 CLEANING SUPPLIES	.00	.00	600.00	550.00	600.00
50530043 85515 GASOLINE	2,317.10	1,155.59	4,800.00	4,800.00	5,000.00
50530043 85520 DIESEL FUEL	47,131.45	92,786.30	81,000.00	85,000.00	89,000.00
50530043 85530 OIL SUPPLIES	784.55	2,821.51	4,200.00	5,000.00	5,500.00
50530043 85535 CHEMICAL SUPPLIES	.00	.00	.00	1.00	.00
50530043 85540 SMALL TOOLS & PARTS	3,149.00	2,544.42	5,500.00	4,600.00	5,500.00
50530043 85545 WINTER GRAVEL & BLADES	35,453.34	9,908.65	43,128.00	41,000.00	43,000.00
50530043 85547 MATERIALS	42,565.12	622.81	97,181.17	90,000.00	95,000.00
50530043 85550 SAFETY MATERIALS	480.03	5,631.67	5,500.00	5,400.00	5,500.00
50530043 85555 TARP & WIND BLOCKS	.00	37,601.90	3,000.00	4,000.00	5,000.00
50530043 85590 SUPPLIES	8,010.76	9,538.95	9,000.00	9,000.00	9,500.00
TOTAL OPERATING EXPENSES	318,959.95	404,853.03	583,708.37	584,874.50	594,679.00
DEBT SERVICE					
50530043 85705 BOND PRINCIPAL	280,000.00	285,000.00	295,000.00	295,000.00	300,000.00
50530043 85715 BOND INTEREST	84,318.16	70,235.00	63,823.00	63,823.00	56,153.00
50530043 85725 FISCAL AGENT FEES	800.00	400.00	500.00	500.00	500.00
TOTAL DEBT SERVICE	365,118.16	355,635.00	359,323.00	359,323.00	356,653.00
CAPITAL OUTLAY					
50530043 85608 LAND IMPROVEMENTS	.00	.00	12,000.00	10,000.00	12,000.00
50530043 85615 MACHINERY AND EQUIPMENT	391,000.00	.00	1,155,000.00	1,120,146.00	80,000.00
TOTAL CAPITAL OUTLAY	391,000.00	.00	1,167,000.00	1,130,146.00	92,000.00
TOTAL LANDFILL	1,380,106.68	1,052,002.05	2,451,392.37	2,389,173.50	1,454,194.00
TOTAL	1,972,142.55	1,913,840.27	3,080,853.92	3,043,217.50	2,549,685.00
SOLID WASTE					

ENTERPRISE FUNDS-FIVE YEAR CAPITAL

**SANATARY LANDFILL
Transfer Station**

		<u>2007</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
		<u>Rev</u>	<u>Budget</u>	<u>Projection</u>				
<u>Account Number</u>								
BLD IMP	Wall constuct loader operations	50530040	85612	30,000	22,000	25,000		
				30,000	22,000	25,000	-	-
M & E	Wheel Loader	50530040	85615		230,000	235,000		240,000
				-	-	235,000	-	240,000
VEHICLES	Semi-Tractor	50530040	85625		90,000	100,000		100,000
VEHICLES	4x4 Pickup	50530040	85625		35,000	35,000		40,000
VEHICLES	Transfer Trailer	50530040	85625		65,000	75,000		80,000
Total Transfer Station				30,000	22,000	445,000	-	360,000
Landfill				12,000	10,000	12,000		
LAND IMP	Landfill Site Concrete-Asphalt	50530043	85608					
M & E	Dozer	50530043	85615	495,000	513,892			
M & E	Scraper	50530043	85615	660,000	606,254			
M & E	GPS unit & Base Station	50530043	85615		80,000			
				1,155,000	1,120,146	80,000	-	-
Total Landfill				1,167,000	1,130,146	92,000	-	-
SANATARY LANDFILL TOTAL				1,197,000	1,152,146	537,000	-	360,000


Solid Waste Division 2008 Budget




Grand Island Area Solid Waste Agency

- ◆ Formed August 1992
 - Hall County
 - City of Grand Island
- ◆ Created under State Law
- ◆ Provides budget review


Enterprise Fund

- ◆ Manage “own check book” – Funds are separate from all other Divisions
 - ◆ Receives no support from General Fund
 - ◆ All revenues generated from tipping fees
 - ◆ One of the few Divisions with competition
- 

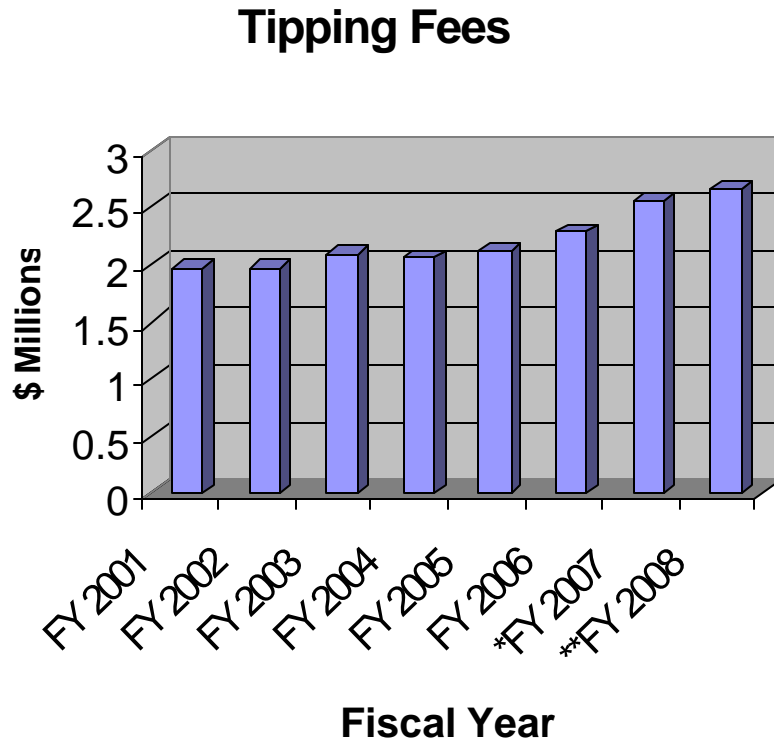
Transfer Station

- ◆ Located at the northwest corner of Old Potash Hwy & Monitor Road
 - ◆ Built by Hall County as a baler station
 - ◆ 1993 - Converted to Transfer Station
 - ◆ Utilized by most packer trucks and all small customers
- 

Landfill

- ◆ Located on Husker Highway at the Hall/Buffalo County line
 - ◆ Phase I consists of three cells
 - Bonded original construction of Cell One
 - ◆ 20 year bond of \$4.5 million
 - ◆ Bond will be fully paid in October 2012
 - Paid cash for construction of Cell Two
 - Digging Cell Three for use as Daily Cover
 - ◆ Lifetime of Facility
 - Cell One and Two have Capacity through 2019
 - Cell Three will have capacity through 2031
 - Whole Site offers capacity for the next 60 -75 years
 - ◆ Utilized by some packer trucks and all large roll off containers
- 

Revenue From Tipping Fees



FY 2001	1.98
FY 2002	1.96
FY 2003	2.09
FY 2004	2.06
FY 2005	2.12
FY 2006	2.29
*FY 2007	2.55
**FY 2008	2.65

*2007 is projected amount
**2008 is budgeted amount

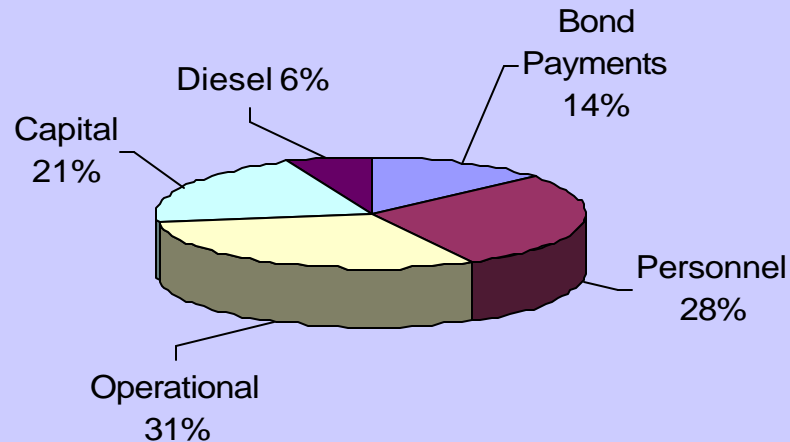
Budget

SOLID WASTE


	<u>2005 Actual</u>	<u>2006 Actual</u>	<u>2007 Revised</u>	<u>2007 Projected</u>	<u>2008 Budget</u>
Beginning Cash Balance	4,322,729	4,712,167	5,291,307	5,291,307	5,400,061
Revenue	2,361,580	2,492,981	2,973,160	3,151,971	2,871,665
Transfers In	-	-	-	-	-
Total Resources Available	<u>6,684,309</u>	<u>7,205,147</u>	<u>8,264,467</u>	<u>8,443,278</u>	<u>8,271,726</u>
Expenditures	1,972,143	1,913,840	3,080,854	3,043,218	2,549,685
Transfers Out	-	-	-	-	-
Total Requirements	<u>1,972,143</u>	<u>1,913,840</u>	<u>3,080,854</u>	<u>3,043,218</u>	<u>2,549,685</u>
Ending Cash Balance	<u>4,712,167</u>	<u>5,291,307</u>	<u>5,183,613</u>	<u>5,400,061</u>	<u>5,722,041</u>
Unrestricted Cash	2,743,148	3,081,718	2,734,024	2,833,933	2,805,913
Restricted Cash	1,969,019	2,209,589	2,449,589	2,566,128	2,916,128
	<u>4,712,167</u>	<u>5,291,307</u>	<u>5,183,613</u>	<u>5,400,061</u>	<u>5,722,041</u>

FY 2008 Budget

Breakdown of Expenses



2008 Budget Conclusion

- ◆ Price is the best way to maintain solid waste flows
 - ◆ No rate increase proposed
 - Last rate increase was October 1, 2004
 - ◆ Asking for 1 FTE – Equipment Operator
 - To Keep up with increasing volumes
 - Position is Revenue supported
 - ◆ Any Questions?
- 



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item C.2

**#2007-SWA-1 - Approving Adoption of Fiscal Year 2007-2008
Annual Budget for the Grand Island Area Solid Waste Agency**

Staff Contact: Steve Riehle

RESOLUTION 2007-SWA-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, acting as the governing body of the Grand Island Area Solid Waste Agency, that the Agency's 2007-2008 budget in the form presented is hereby approved and adopted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	?
July 19, 2007	? City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item D1

**#2007-BE-4 - Consideration of Determining Benefits for 2006
Weed Abatement Program**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Wesley D. Nespor, Attorney

Meeting: July 24, 2007

Subject: Determination of Benefits
2006 Weed Abatement Program

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

Presenter(s): Wesley D. Nespor, Attorney

Background

Article III of Chapter 17 to the Grand Island City Code contains a procedure for abating nuisances created by properties that have excessive growths of weeds, grasses and other vegetation. The City Code provides for owners to receive a notice to cut their weeds and grasses and if the owners do not comply with such notice, the City is authorized to do the work and bill the property owner. If the owner fails to pay the bill, the City is authorized by Section 17-38 of the City Code to levy an assessment on the property for the amount of the mowing expenses.

Discussion

The City Council, sitting as the Board of Equalization, is being asked to determine the benefits for the weed abatement program that took place during the growing season of 2006. There were a number of properties within the City of Grand Island which were not mowed after notice was given. The property owners did not respond to the notice, the City contracted to have the properties mowed, and sent a statement to the property owners for the cost of the mowing. The determination of benefits and levying of special assessments by ordinance on the properties are the next steps in the process of collecting the mowing expense.

Alternatives

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

1. Determine the benefits and approve levying the assessment against the property.
2. Continue the issue to a later date.

Recommendation

City Administration recommends that the Council determine the benefits of mowing done during 2006 and levy the unpaid benefits as a lien against the properties that were mowed.

Sample Motion

Motion to adopt the resolution determining the special benefits of mowing and weed nuisance abatement for the properties listed and in the amounts set forth in the resolution.

After the resolution is adopted, a separate motion to adopt the assessment ordinance will be made in the manner for adopting ordinances.

RESOLUTION BE-2007-4

WHEREAS, pursuant to Sections 16-230 and 16-707, Neb. R.R.S. 1943, as amended, the City Clerk of the City of Grand Island, Nebraska, gave notice at least ten days prior thereto by publication in a newspaper having general circulation in the City and by mail to persons whose addresses were known to her that the City Council would meet as a Board of Equalization to equalize special weed cutting assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for the purpose of assessing the costs and expenses of cutting and removing weeds, grasses, or worthless vegetation to the various lots and pieces of ground during the 2006 season, that:

1. The special benefits accruing to the real estate hereinafter described for each cutting is the actual expense thereof plus \$50.00 as costs for the City per lot or piece of ground or any combination thereof; and
2. The several lots and pieces of ground hereinafter described are respectively benefited by reason of such weed elimination as follows:

<u>Name/Address</u>	<u>Description</u>	<u>Assessment</u>
Gary and Cindy Clerc 803 E 14 th St Grand Island, NE 68801	Lot 4, Block 6, George Loan's Subdivision, City of Grand Island, Hall County, Nebraska	\$100.00
US Bank National Association ND FCL Department 205 W 4 th St, 5 th Floor Cincinnati, OH 45202	E ½ Lot 7, Block 74, Original Town, City of Grand Island, Hall County, Nebraska	\$220.00
Toni L. Cooper and Melquiades M. Reyes 516 E 1 st St Grand Island, NE 68801		
Household Mortgage Funding Corp 636 Grand Regency Blvd Brandon, FL 33510	N ½ Lot 4, Block 93, Original Town, City of Grand Island, AKA Lot 1 Cooper Subdivision, Grand Island, Hall County, Nebraska	\$140.00
John and Tammy Dearing 1320 N Wheeler Grand Island, NE 68801		

Stephen R. and Gladis M. Schuller N 7' of Lot 4 & S 43' of Lot 3, Hann's Addition, City Of \$140.00
and Desa Tucker Grand Island, Hall County, Nebraska

624 N. Broadwell

Grand Island, NE 68803 and

247 S. Locust, Grand Island, NE
68801

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item E1

**Public Hearing Concerning Acquisition of Utility Easement -
Cedar Ridge Apartments - 1203 Cedar Ridge Ct. - 4Evergreen I,
LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 24, 2007

Subject: Acquisition of Utility Easement – North side of Cedar Ridge Apartments at 1203 Cedar Ridge Court – 4Evergreen I, LLC

Item #'s: E-1 & G-14

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 4Evergreen I, LLC, located on the north side of Cedar Ridge Apartments at 1203 Cedar Ridge Court, 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 expand the existing 10 foot easement to 20 feet due to the vacation of part of the easement on property north of this property. The easement was partially vacated at the July 10, 2007 Council meeting to provide for the required landscape buffer for the new professional building on the adjacent northerly lot.

Alternatives

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

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

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement -
Cedar Ridge Apartments - 1204 Cedar Ridge Ct. - 4Evergreen II,
LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 24, 2007

Subject: Acquisition of Utility Easement – North side of Cedar Ridge Apartments at 1204 Cedar Ridge Court – 4Evergreen II, LLC

Item #'s: E-2 & G-15

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 4Evergreen II, LLC, located on the north side of Cedar Ridge Apartments at 1204 Cedar Ridge Court, 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 expand the existing 10 foot easement to 20 feet due to the vacation of part of the easement on property north of this property. The easement was partially vacated at the July 10, 2007 Council meeting to provide for the required landscape buffer for the new professional building on the adjacent northerly lot.

Alternatives

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

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

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, July 24, 2007

Council Session

Item E3

**Public Hearing on Change of Zoning for Land Located at 72
Ponderosa Drive from RD Residential Development to Amended
RD Residential Development**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2007

Subject: Change of Zoning for Land Located at 72 Ponderosa Drive

Item #'s: E-3 & F-2

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

Background

This is an application requesting an amendment to the Grand Island Zoning Map from RD Residential Development District to Amended RD Residential Development District to permit subdivision of a three acre estate lot into two similar size lots. This property is located on a tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision. This property is located north of Schimmer Drive, and west of U.S. Highway 281, at 72 Ponderosa Drive. A copy of the staff report to the planning commission is attached.

An amendment to the approved development plan for the Ponderosa Estates Subdivision must be approved by Council to allow a second lot to be created by splitting this estate lot. This zoning change approves that amendment and allows the split. Both lots will be served by City Sewer and Water.

The proposed change would be supported by the Grand Island Comprehensive Plan and has been approved by the Ponderosa Lake Home Owners Association.

Discussion

The application requesting an amendment to the Grand Island Zoning Map for Ponderosa Lake Estates Sixth Subdivision from RD Residential Development District to Amended RD Residential Development District was considered by the Regional Planning Commission at the July 11, 2007 meeting. A motion was made by Snodgrass and seconded by Eriksen to recommend approval of this request to amend the RD Residential Development District to Amended RD Residential Development District as presented.

A roll call vote was taken and the motion passed with 8 members present (Amick, O'Neill, Ruge, Reynolds, Haskins, Eriksen, Bredthauer, Snodgrass) voting in favor.

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 zoning change as presented.

Sample Motion

Motion to approve as recommended.

Agenda Item 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

June 25, 2007

SUBJECT: *Amendment Request C-21-2007GI*

PROPOSAL: To amend the existing Ponderosa Estates RD-Residential Development zone, west of Highway 281, to allow a 3.463 acre estate lot to be split into 2 residential lots each more than 1.6 acres on the west side of the Ponderosa Subdivision.

OVERVIEW:

Site Analysis

<i>Current zoning designation:</i>	RD-Residential Development Zone
<i>Comprehensive Plan Designation:</i>	Low to Medium Density Residential
<i>Existing land uses:</i>	Single Family Residence
<i>Site constraints:</i>	None.

Adjacent Properties Analysis

<i>Current zoning designations:</i>	North: RD-Residential Development Zone South: RD-Residential Development Zone, East: RD-Residential Development Zone West: TA-Transitional Agriculture
<i>Comprehensive Plan Designation:</i>	North: Low to Medium Density Residential South: Low to Medium Density Residential East: Low to Medium Density Residential West: Agricultural
<i>Existing land uses:</i>	North: Single Family Residential South: Single Family Residential East: Single Family Residential West: Agricultural

OVERVIEW:

- The proposed rezoning is the final stage of the Ponderosa Estates Residential Development District.
- This amendment request represents a change to the preliminary plat approval issued in 1991, as part of the Ponderosa Lake Estates RD-Residential Development rezoning of the subject property.
- The original plat approval permitted one lot on this 3.46 acre tract.
- The additional property is not currently being used or maintained in a residential manner. Splitting this lot would encourage more residential type use of the property.
- Sewer and Water are available. Taps will have to be added for both to serve the additional lot.

Positive Implications:

- *Complementary Use:* The additional residential lots will encourage a more finished residential look and feel in this area.

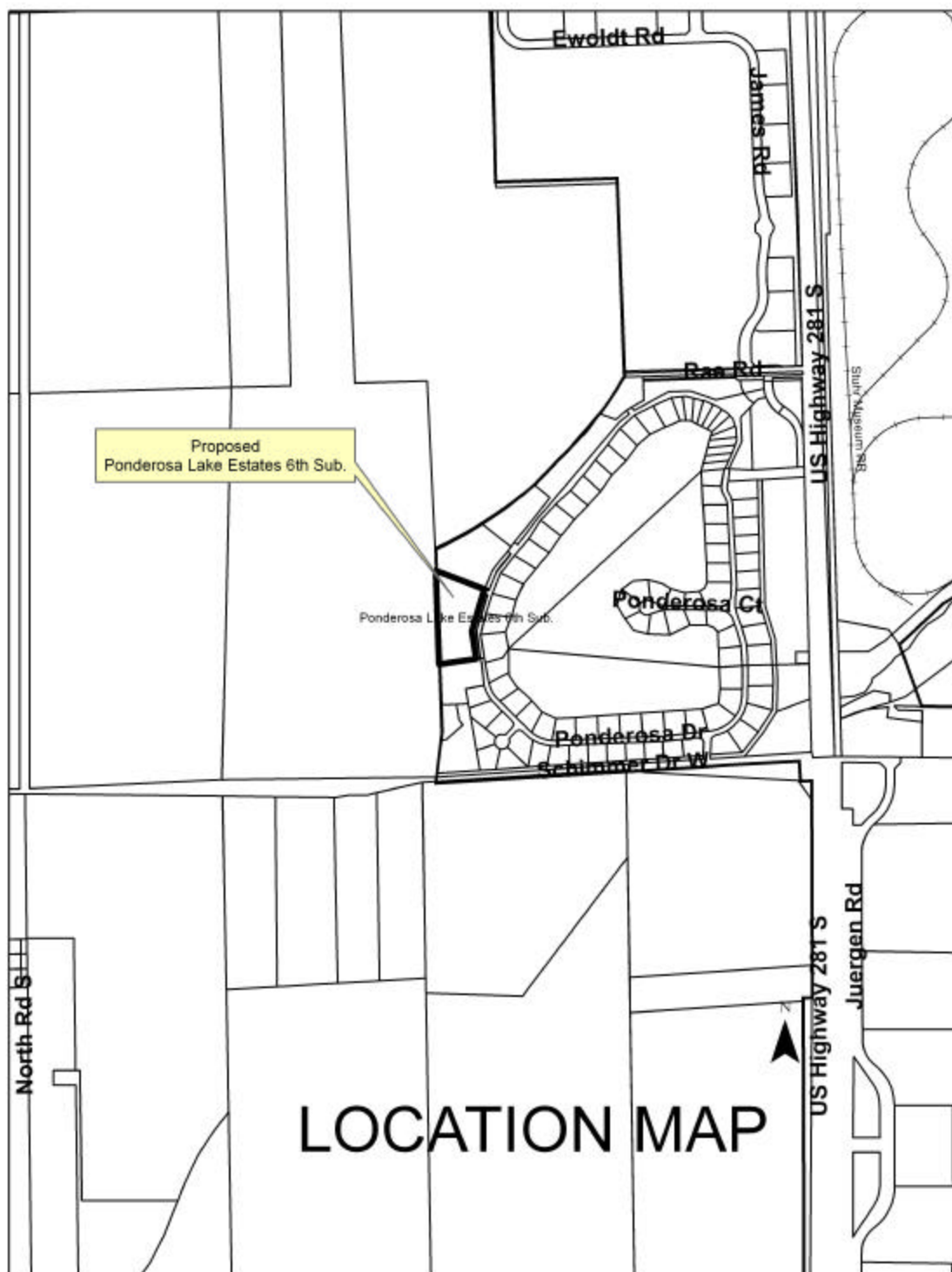
Negative Implications:

- *None*

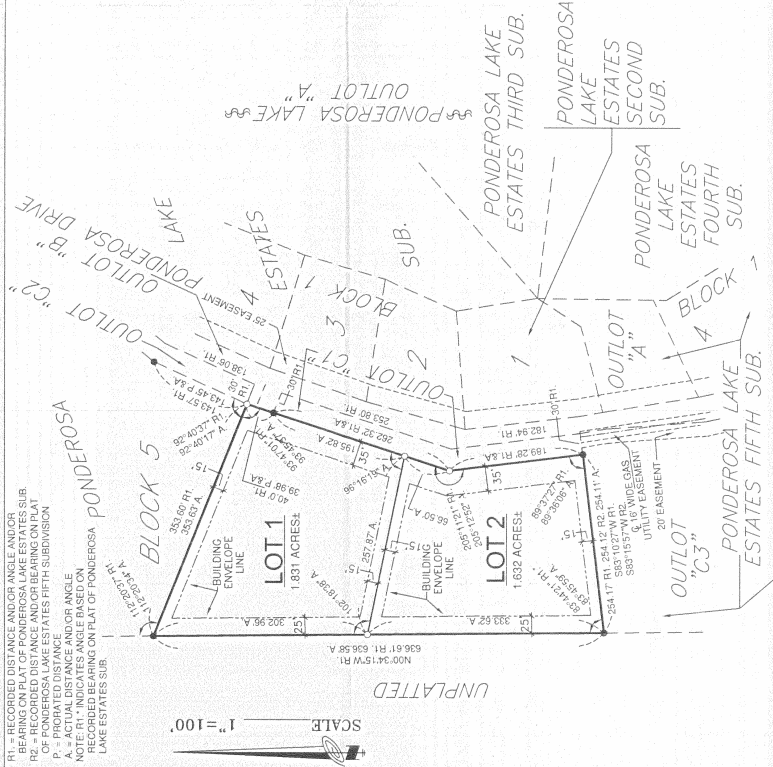
RECOMMENDATION:

That the Regional Planning Commission recommend that City Council **approve** this request to amend the RD-Residential Development Zone as shown on the final plat for Ponderosa Lake Estates Sixth Subdivision to the City of Grand Island.

_____ Chad Nabity AICP, Planning Director







RT = RECORDED DISTANCE AND/OR ANGLE AND/OR BEARING ON PLAT OF PONDEROSA LAKE ESTATES SUB. DIVISION
 P = PROPORTIONATE DISTANCE AND/OR ANGLE AND/OR BEARING ON PLAT OF PONDEROSA LAKE ESTATES FIFTH SUBDIVISION
 A = ACTUAL DISTANCE AND/OR ANGLE AND/OR BEARING ON PLAT OF PONDEROSA LAKE ESTATES SUB. DIVISION
 1" = 100' SCALE
 UNPLATTED

SURVEYOR'S CERTIFICATE

I hereby certify that on _____, 2007, I completed an accurate survey (made under my supervision) of "PONDEROSA LAKE ESTATES SIXTH SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision are shown on the accompanying plat thereof, are well and accurately staked off and marked; that iron markers were placed at all corners and other points; that each lot bears its own number and that said survey was made with reference to known and recorded monuments.

Lee D. Wagner, Registered Land Surveyor No. 557
 (SEAL)

LEGAL DESCRIPTION

A tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision in the City of Grand Island, Nebraska, and containing 3.463 acres, more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Marsha M. Dunn and Donald L. Dunn, wife and husband, being the owners of the land described herein, have caused same to be surveyed, subdivided, platted and designated as "PONDEROSA LAKE ESTATES SIXTH SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and we hereby dedicate, convey, sell, transfer, assign, release, and otherwise dispose of the said land, together with the right of ingress and egress hereon, and hereby prohibiting the planting of trees, bushes, shrubs or other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more fully described in the description hereon as appears on this plat, is made with the free consent and in accordance with the undivided owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at Grand Island, Nebraska, this _____ day of _____, 2007.

Marsha M. Dunn
 Donald L. Dunn

ACKNOWLEDGEMENT

State of Nebraska
 County of Hall

On the _____ day of _____, 2007, before me, a Notary Public within and for said County, personally appeared Marsha M. Dunn and Donald L. Dunn, wife and husband, to me personally known to be the identical persons whose signatures are affixed hereto, and they did acknowledge the execution thereof to be her and his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires _____

Notary Public
 (SEAL)

APPROVALS

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island and Wood River, and the Villages of Alda, Cairo and Denison, Nebraska.

Chairman
 Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2007.

Mayor
 City Clerk
 (SEAL)

PONDEROSA LAKE ESTATES SIXTH SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item E4

Public Hearing on Change of Zoning for Land Located North of Highway 34 and East of Highway 281 - College Park - from RO Residential Office to B2 General Business

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2007

Subject: Amendment to Chapter 36 of the Grand Island City Code
Change of Zoning for Land Located North of Highway 34
and East of Highway 281 – College Park

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

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

Background

This is an application from College Park at Grand Island (Doane College) to change the zoning for a tract of land in the SW ¼ of the SW ¼ of 29-11N-09 from RO Residential Office Zone to B2 General Business Zone. The subject property is located east of Highway 281 and north of U.S. Highway 34. The stated purpose of this request is to comply with the city comprehensive plan for future commercial development and for consideration of constructing an electronically controlled digital display sign. Attached you will find a copy of the staff report on this item that was presented to the Regional Planning Commission and Petitions against the proposed rezoning as submitted by neighboring property owners.

Discussion

The Planning Commission held a hearing on these proposed changes at their meeting on July 11, 2007. Four members of the public commented at the public hearing.

Randy Blair, President of College Park indicated that College Park is a 501-C3 non-profit corporation. The buildings were built with donations and an endowment was created that covers many of the expenses of the operation. Because of the type of 501-C3 they are, College Park rents its facilities at slightly below cost and makes up the difference in operating expenses from their endowment. College Park has been approached about either leasing or selling their property adjacent to U.S. Highway 281 for commercial purposes but has not move forward on any of those offers due to the current zoning of the property. The lease or sale of this property for development would be used to enhance the endowment for College Park. College Park does not currently have any plans to sell or lease the property. They would, however, like to enter into an agreement with Lamar Sign Company to replace one of the existing bill boards on the property with an electronic display billboard.

Donna Kluck, Richard Colvin and Gary Schulte representing the Pinewood Condominium Home Owners Association and the Oakwood Condominium Homeowners Association spoke

in protest of the zoning changes. They were concerned about traffic, rodents, noise, lights and impact to their property values if the property to the south of them is rezoned to B2 and developed for commercial purposes. Petitions against the rezoning signed by the members of those condominium associations were presented to the Planning Commission.

Chairman O'Neill pointed out that the property immediately to the west of the houses on the west side of Lakewood Circle is already zoned B2-General Commercial and that this property has been zoned that way for many years.

It was also pointed out that the City Utilities department has a power line in a 100' wide parcel of property owned by the City of Grand Island immediately to the south of southern lots between those houses and the property owned by College Park. Any future commercial development on the College Park site would be buffered by the City owned property.

A motion was made by Amick and seconded by Ruge to recommend approval of this change of zoning from RO Residential Office Zone to B2 General Business Zone as presented.

A roll call vote was taken and the motion passed with 8 members present (Amick, O'Neill, Ruge, Reynolds, Haskins, Eriksen, Bredthauer, Snodgrass) voting in favor.

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 zoning change as presented.

Sample Motion

Motion to approve to amend the rezoning as presented.

Agenda Item 7

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING

COMMISSION:

June 25, 2007

SUBJECT: *Rezoning Request C-23-2007GI*

PROPOSAL: To change the zoning for a tract of land in the SW ¼ of the SW ¼ of 29-11-09 from RO Residential Office Zone to B2-General Business Zone. The subject property is located east of Highway 281 and north of U.S. Highway 34. The stated purpose of this request is to comply with the city comprehensive plan for future commercial development and for consideration of constructing an electronically controlled digital display sign.

OVERVIEW:

Site Analysis

<i>Current zoning designation:</i>	RO-Residential Office Zone
<i>Permitted and conditional uses:</i>	RO: Residential and Professional Office uses
<i>Comprehensive Plan Designation:</i>	Commercial
<i>Existing land uses:</i>	College Park and Agriculture
<i>Site constraints:</i>	Access from U.S. Highway 281 is limited.

Adjacent Properties Analysis

<i>Current zoning designations:</i>	North: B2-General Business, R3 Medium Density Residential South: B1-Light Business, East: RO-Residential Office West: B2-General Business
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<i>Permitted and conditional uses:</i>	RO: Residential and Professional Office uses. Retail uses limited to prescription services. No Billboards B2: General service, retail and wholesale commercial uses including outdoor sales, Billboards B1: General service, retail and commercial uses excluding outdoor sales, Billboards
--	--

<i>Comprehensive Plan Designation:</i>	North: Commercial/Medium Density Residential South: Commercial East: Public West: Commercial
--	---

<i>Existing land uses:</i>	North: Farm ground, Housing South: Stuhr Museum East: Central Community College West: U.S. Highway 281, Strip Commercial, Office
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EVALUATION:

The proposed rezoning is consistent with the comprehensive plan. It is unclear when any development other than the construction of the digital display board sign would occur on this property. Further development of this property is contingent on the extension of public streets throughout the College Park Site and to the north to connect with Webb Road.

Positive Implications:

- *Consistent with intent of the City's Comprehensive Plan:* The City's 2004 Comprehensive Plan has designated this site for Commercial uses. Rezoning this property to B2-General Business District is consistent with the Comprehensive Plan
- *Compatible with adjacent land uses:* The B2 zone is consistent with the current zoning on surrounding properties.
- *Allows expansion of commercial node:* Rezoning this would allow the expansion of the commercial zoning node adjacent to College Park and Central Community College. This would allow commercial services available to students to be expanded in an area that could easily be reached by bicycle and pedestrian traffic.

Negative Implications:

- *No negative implications foreseen.*

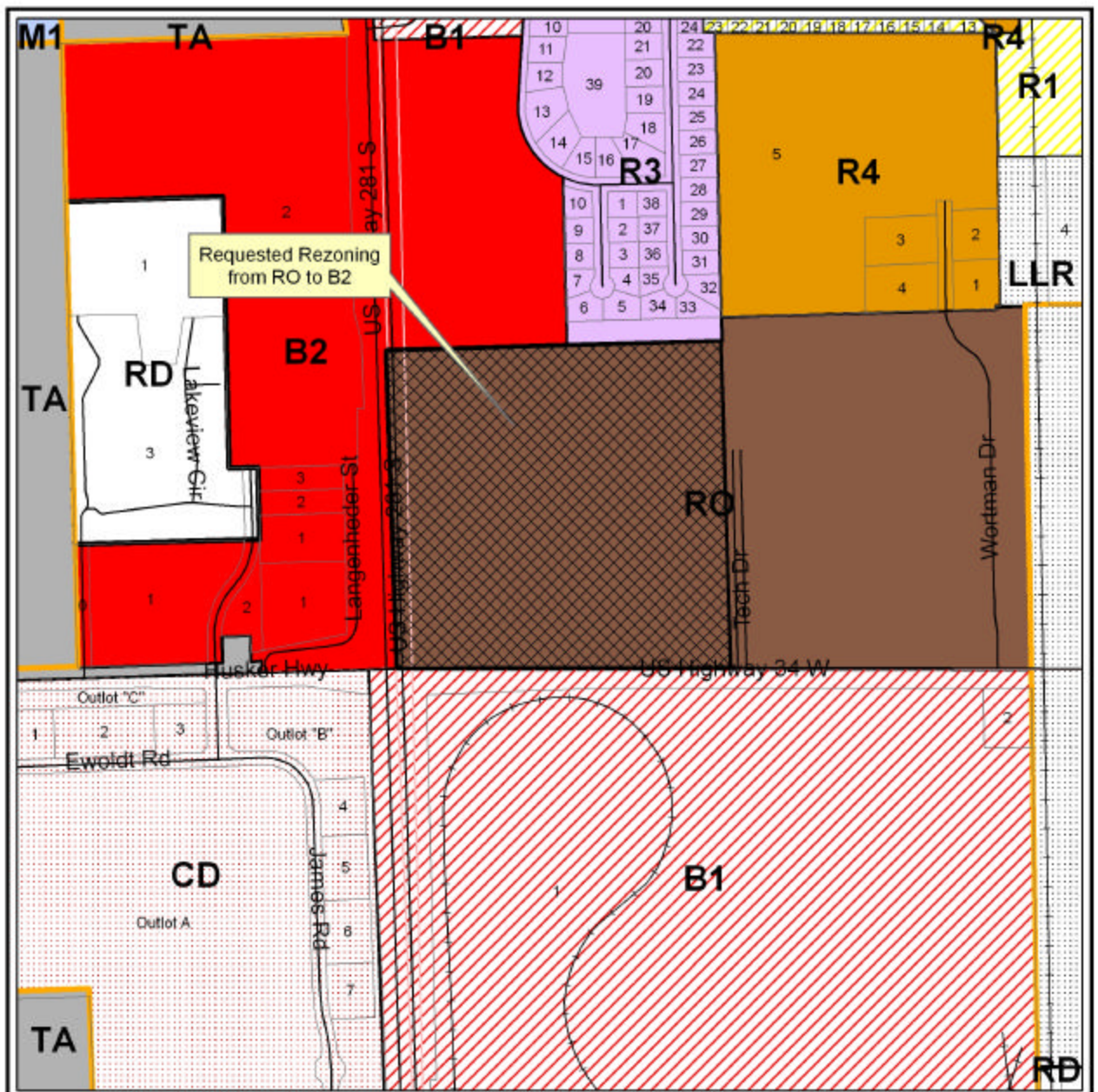
Other Implications:

- *B2 Zone allows Billboards:* The B2 zone allows billboards that would not be allowed under the current zoning. This application does include the intent to construct a digital display board sign on the premises.

RECOMMENDATION:

That the Regional Planning Commission recommends that the Grand Island City Council **approve** this request to amend the rezoning from RO Residential Office to B2 General Business as presented.

_____ Chad Nabity AICP, Planning Director



Requested Zoning



Scale : NONE
C-23-2007GI



- From RO : Residential Office Zone
- To B2 : General Business Zone



The City of Lincoln, Nebraska, is a member of the National Association of Counties and the International Association of Chiefs of Police.

Regarding: "change to the Grand Island Zoning Map from RO Residential Office Zone to B2 General Business Zone to rezone this location to comply with the City Comprehensive Plan for future commercial development and for consideration of constructing an electronically controlled digital display sign, for a tract of land comprising a part of the Southwest Quarter (SW1/4SW1/4) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9) in Grand Island, Hall County, Nebraska. This property is located north of Highway 34 and east of Highway 281, as shown on the enclosed map." Map attached.

We, as homeowners of properties adjacent to or within 300 feet of the proposed zone change are completely opposed to the change mentioned above.

1. The City Comprehensive Plan should comply with the zoning map set forth by our city forefathers.
2. The City Comprehensive Plan should concentrate on better use of areas already zoned business, for example: all the empty buildings north of Stolley Park Road, south of Capital Ave. and East of Hwy 281.
3. Having general business in our back yards will add to noise pollution and crime, rodent problems, security and privacy problems, and thus drop our property values and *drainage &* deteriorate the quality of our home life.

Our neighborhood is one of the finest in Grand Island and we want it to stay that way.

Please help us by **NOT** passing this proposal to rezone.

Thank you

	<u>NAME</u>	<u>ADDRESS</u>
1	<i>Earl Miller</i>	<i>2833 Brentwood Blvd</i>
2	<i>Yarls Hogeland</i>	<i>2835 Brentwood Blvd</i>
3	<i>CDR Ronald B. USN Ret</i>	
4	<i>Mary Jo Brady</i>	<i>2822 Brentwood Blvd</i>
5	<i>Eugene Jacobson</i>	<i>2826 Brentwood Blvd</i>

Technique through campus
Not safe for students

NAMEADDRESS

- 6 Tom V Slimson 2823 Brentwood Blvd
- 7 Roberta Catlett 2817 Brentwood Blvd
- 8 Janet Janulewicz 2807 Brentwood Blvd
- 9 Larry & Hugh 2809 Brentwood Blvd
- 10 Bill Haggard 2809 Brentwood Blvd
- 11 Gerald Janulewicz 2802 Brentwood Blvd
- 12 Howard & Mary 2803 Brentwood Blvd
- 13 Haw Tracy 2803 Brentwood Blvd
- 14 Myron Smith 2815 Brentwood Blvd
- 15 Ray Sullivan 2815 Brentwood Blvd
- 16 Gary L. Catlett 2817 Brent Wood BLVD
- 17 John L. Krayon 2805 BRENTWOOD BLVD
- 18 Dennis M. Tachenber 2805 Brentwood Blvd
- 19 Leonard & Ramona Prandt 2804 Brentwood Blvd
- 20 James E. Beckwith 2808 Brentwood Blvd
- 21 Maxine Laskin 2820 Brentwood Blvd
- 22 M. D. 2833 Brentwood Blvd
- 23 Donna Klink 2829 Brentwood Blvd
- 24 George J. Alvinson 2823 Brentwood Blvd
- 25 Pa. Gish 2827 Brentwood Blvd

NAME	ADDRESS
26. <u>Angela Solomon</u>	<u>2814 Buntwood Blvd.</u>
27. <u>James H McQuinn</u>	<u>2802 Brentwood Blvd.</u>
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Regarding: "change to the Grand Island Zoning Map from RO Residential Office Zone to B2 General Business Zone to rezone this location to comply with the City Comprehensive Plan for future commercial development and for consideration of constructing an electronically controlled digital display sign, for a tract of land comprising a part of the Southwest Quarter (SW1/4SW1/4) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9) in Grand Island, Hall County, Nebraska. This property is located north of Highway 34 and east of Highway 281, as shown on the enclosed map." Map attached.

We, as homeowners of properties adjacent to or within 300 feet of the proposed zone change are completely opposed to the change mentioned above.

1. The City Comprehensive Plan should comply with the zoning map set forth by our city forefathers.
2. The City Comprehensive Plan should concentrate on better use of areas already zoned business, for example: all the empty buildings north of Stolley Park Road, south of Capital Ave. and East of Hwy 281.
3. Having general business in our back yards will add to noise pollution and crime, rodent problems, security and privacy problems, and thus drop our property values and deteriorate the quality of our home life.

Our neighborhood is one of the finest in Grand Island and we want it to stay that way.

Please help us by **NOT** passin this proposal to rezone.

Thank you

	<u>NAME</u>	<u>ADDRESS</u>
1	Mr. & Mrs. Robert W. Burk	2822 Lakewood Cir. 68801
2	Del. and Mona Smith	2803 Lakewood Cir.
3	Robert & Carol Woodward	2825 Lakewood Circle
4	Richard & Linda Calvin	2828 Lakewood Circle
5	Lay & Stephanie Schultz	2807 Lakewood Circle

NAME**ADDRESS**

- 6 Ralph & Jean Lawson 2821 Lakewood Cir.
- 7 Norm & Elaine McRude 2815 Lakewood Cir.
- 8 Ann Threlkeld 2813 Lakewood Circle
- 9 Jeanse & Terry Rusthoven 2801 Lakewood Cr.
- 10 MaryAnn Degen 2802 Lakewood Cir
- 11 W. Salinger ^{both Salinger} 2810 Lakewood
- 12 Stanley Eberspacher 2814 Lakewood Cir
- 13 Shirley Eberspacher 2814 Lakewood Cr.
- 14 Vincent Zavala 2804 Lakewood Circle
- 15 Sharon Zavala 2804 Lakewood Circle
- 16 Donna Plankert 2820 Lakewood Cir.
- 17 Earl Plankert 2820 Lakewood Cir.
- 18 Harry Meyer 2809 Lakewood Cir
- 19 Beverly Meyer 2809 Lakewood Cir
- 20 Dorothy M. Hubbard 2819 Lakewood Circle
- 21 Karen (Frauen) Duff 2816 Lakewood Circle
- 22 Jeannie G. Westman 2820 Lakewood Circle
- 23 _____
- 24 _____
- 25 _____

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City of Grand Island

Tuesday, July 24, 2007

Council Session

Item F1

#9127 - Consideration of Assessments for 2006 Weed Abatement Program

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

Staff Contact: Dale Shotkoski

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9127

An ordinance levying a special tax to pay the cost to the City of cutting, destroying, and removing weeds, grasses, or worthless vegetation, pursuant to Sections 17-36 and 17-38 of the Grand Island City Code upon certain lots and pieces of ground; providing for the collection thereof; repealing ordinances or parts of ordinances in the Grand Island City Code in conflict herewith; and providing for the publication and effective date of this ordinance.

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

SECTION 1. A special tax is hereby levied for the cost of cutting, destroying, and removing weeds, grasses, or worthless vegetation upon the hereinafter described lots and pieces of ground during the 2006 season in proportion to the special benefits to such real estate as determined and assessed by the City Council sitting as a Board of Equalization after due notice thereof, in the following amounts:

<u>Name/Address</u>	<u>Description</u>	<u>Assessment</u>
Gary and Cindy Clerc 803 E 14 th St Grand Island, NE 68801	Lot 4, Block 6, George Loan's Subdivision, City of Grand Island, Hall County, Nebraska	\$100.00

Approved as to Form ☒ _____
 July 19, 2007 ☒ City Attorney

ORDINANCE NO. _____ (Cont.)

US Bank National Association ND	E ½ Lot 7, Block 74, Original Town, City of Grand Island,	\$220.00
FCL Department	Hall County, Nebraska	
205 W 4 th St, 5 th Floor		
Cincinnati, OH 45202		
Toni L. Cooper and Melquiades M. Reyes		
516 E 1 st St		
Grand Island, NE 68801		
Household Mortgage Funding Corp	N ½ Lot 4, Block 93, Original Town, City of Grand Island, AKA Lot 1 Cooper Subdivision, Grand Island, Hall County, Nebraska	\$140.00
636 Grand Regency Blvd		
Brandon, FL 33510		
John and Tammy Dearing		
1320 N Wheeler		
Grand Island, NE 68801		
Stephen R. and Gladis M. Schuller and Desa Tucker	N 7' of Lot 4 & S 43' of Lot 3, Hann's Addition, City Of Grand Island, Hall County, Nebraska	\$140.00
624 N. Broadwell		
Grand Island, NE 68803 and		
247 S. Locust, Grand Island, NE 68801		

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same shall become delinquent, interest at the rate of 14 percent (14%) per annum shall be paid thereon. The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.

ORDINANCE NO. _____ (Cont.)

SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

SECTION 6. All ordinances or parts of ordinances or provisions in the Grand Island City Code in conflict herewith be, and the same hereby are, repealed.

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item F2

#9128 - Consideration of Change of Zoning for Land Located at 72 Ponderosa Drive from RD Residential Development to Amended RD Residential Development

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9128

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land consisting of all of Block Six (6), Ponderosa Lake Estates, in the City of Grand Island, Hall County, Nebraska, from RD Residential Development District to Amended RD Residential Development District; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on July 11, 2007, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on July 24, 2007, the City Council found and determined the change in zoning be approved and made; and

WHEREAS, the owners of the property have requested amendments to final development plan as approved for Lot One (6) of Ponderosa Lake Estates Sixth Subdivision; and

WHEREAS, those amendments have been agreed upon in an approved subdivision agreement.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from RD Residential Development District to Amended RD Residential Development District:

ORDINANCE NO. 9128 (Cont.)

A tract of land comprising all of Block Six (6), Ponderosa Lake Estates, in the City of Grand Island, Hall County, Nebraska, containing 3.463 acres, more or less.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

SECTION 3. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item F3

#9129 - Consideration of Change of Zoning for Land Located North of Highway 34 and East of Highway 281 - College Park - from RO Residential Office to B2 General Business

This item relates to the aforementioned Public Hearing Item E-4.

Staff Contact: Chad Nabity

ORDINANCE NO. 9129

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9), West of the Sixth P.M., in the City of Grand Island, Hall County, Nebraska, from RO Residential Office Zone to B2 General Business Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on July 11, 2007, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on July 24, 2007, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from RO Residential Office Zone to B2 General Business Zone:

A tract of land in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9), West of the Sixth P.M., in the City of Grand Island, Hall County, Nebraska.

ORDINANCE NO. 9129 (Cont.)

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

SECTION 3. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G1

Approving Minutes of July 7, 2007 City Council Special Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

July 7, 2007

Pursuant to due call and notice thereof, a Special Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 7, 2007. Notice of the meeting was given in the Grand Island Independent on June 30, 2007.

Mayor Margaret Hornady called the meeting to order at 8:30 a.m. The following Councilmembers were present: Meyer, Haase, Whitesides, Gilbert, Brown, Gericke, Nickerson, Zapata, and Carney. The following City Officials were present: City Clerk RaNae Edwards, City Attorney Dale Shotkoski, and Human Resources Director Brenda Sutherland. Also present was Oscar Erives, Judy Sandstrom and Bob Niemann of the Mayor's Citizens Committee.

PLEDGE OF ALLEGIANCE was said.

PUBLIC INTERVIEW WITH RICHARD OLSON: Human Resources Director Brenda Sutherland, Councilmember's, and the Citizens Committee asked questions to better understand the candidate for the position of City Administrator. Introduced was Richard Olson from Elisabeth City, North Carolina. Mr. Olson answered questions concerning his desire to come to Grand Island, his experience in City Government and wanting to get back to the mid-west region. He stated he was a person to get things done with integrity, sincerity, and a good work ethic.

Mr. Olson commented on his background in City government and his qualifications. His strongest skills were he was goal oriented and had a strong finance background. Skills needing worked on were communication and patience. Mr. Olson stated he has worked with communities that were very ethnic diverse.

Mr. Olson commented on his management style. He tries to empower his employees. To have strong organizations you need to support your employees. Communication was important between council and department directors. His reasons for changing jobs were to be closer to his and his wife's aging parents and to get back to mid-western values.

Mr. Olson stated he loves being in the public sector and plans on continuing in this profession for a long time. He believes he would be in the mid-west in the next 5 – 10 years. Questions as to whether Grand Island was a stepping stone and the number of jobs Mr. Olson had had over the last 19 years were discussed. Mr. Olson explained circumstances of his termination as City Manager in Liberal, Kansas.

Mr. Olson stated the three words that describe him best were a doer, a leader, and an individual that has a lot of self-confidence which some people may take as "cocky". He commented on his

economic development in Elizabeth City, North Carolina. Mr. Olson stated one major accomplishment in his current position was in getting grants to help with infrastructure. Establishing early credibility was to be honest and support actions of the city council. He stated two traits of being an effective leader were to have the ability to adjust to circumstances and good analytical skills. Techniques to create an atmosphere of trust were to have the support of staff and spend a lot of time with council to see what is important to them.

Mr. Olson stated his greatest frustration in his current position was the city council not working together. He stated there were a lot of positive things going on in Elizabeth City, North Carolina.

Mr. Olson stated Grand Island should hire him because of his background and strong management skills. He would do the best job physically possible. He stated his hobbies were: golfing, working out, walking with his family, he does not require much sleep, and is not a pleasure reader but likes to read to learn.

Mr. Olson stated Grand Island's greatest asset was its diversity, closeness to the interstate, its economic development, infrastructure, and a very clean city. Grand Island's greatest challenges were the downtown area, railroads running through town, tight budget, and housing in the downtown area.

RECESS: Council recessed from 9:30 a.m. to 9:50 a.m.

PUBLIC INTERVIEW WITH MIKE NOLAN: Human Resources Director Brenda Sutherland, Councilmember's, and the Citizens Committee asked questions to better understand the candidate for the position of City Administrator. Introduced was Mike Nolan from Norfolk, Nebraska. Mr. Nolan stated he would like to move to Grand Island because it would be a step up for his career and was excited about the city and what it had to offer. He explained his 27 years of experience in government, budget issues, personnel issues, code enforcement, police, and fire.

Mr. Nolan stated he is a problem solver and has had experience in negotiations. One skill he was seeking improvement in was marketing municipalities. He commented on his knowledge of the negotiation process with the Commission on Industrial Relations (CIR) and has followed the cases from Grand Island. He stated he has had some experience working with diverse ethnic groups and has had experience in working with water, sewer, and wastewater.

Mr. Nolan stated his management style was "what you see is what you get". He emphasized working with staff. He learned over time the citizen is not always right but needs to be treated with courtesy. He stated he wanted to move to Grand Island because it would be a good fit and a step up for him. He sees himself here in Grand Island in the next 5 – 10 years if the mayor and council see fit to hire him.

Mr. Nolan stated the following three words would describe him: intense, committed to resolving problems effectively, and honest. Some criticize him as being too aggressive. His major accomplishment was the ability to build functional teams. He would establish early creditability and confidence with council, staff, community leaders and the general public by creating a lot of dialogue. Communication was very important.

Mr. Nolan stated integrity was important to being an effective leader. Techniques he would use to create an atmosphere of trust and unity within the organization was to find out what the norms of the organization were. His leadership and vision to help guide staff and elected officials toward the common good of the community was stewardship. He stated he was goal oriented.

Mr. Nolan stated his greatest frustration in his current position was trying to be a good steward and do the right thing and the citizen(s) accuses you of wrong doing.

Mr. Nolan stated Grand Island should hire him because of what they had seen during the interview along with his honesty, integrity, and fundamental principles.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G2

Approving Minutes of July 9, 2007 City Council Joint Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF JOINT CITY/COUNTY SPECIAL MEETING

July 9, 2007

Pursuant to due call and notice thereof, a Special Joint Meeting of the City Council of the City of Grand Island, Nebraska, the Hall County Board of Supervisors, and the Central District Health Department was conducted at Home Federal Bank, 3311 West Stolley Park Road, on July 9, 2007. Notice of the meeting was given in *The Grand Island Independent* on July 6, 2007.

Teresa Anderson, Executive Director of the Central District Health Department called the meeting to order at 6:00 p.m. The following people were present: (City of Grand Island) Mayor Margaret Hornady, Councilmember's Joyce Haase, Peg Gilbert, Tom Brown, John Gericke, and Mitch Nickerson; (Hall County Board) Scott Arnold, Jim Ericksen, Bob Humiston, Bud Jeffries, Pamela Lancaster, and Daniel Wagoner; (Central District Health Department) Teresa Anderson, Ryan King, Deb Potratz, Jeremy Collinson, Michelle Setlik, and Michele Kieborz.

PRESENTATION BY TERESA ANDERSON EXECUTIVE DIRECTOR: Ms. Anderson introduced Ryan King, Assistant Executive Director; Deb Potratz, Administrative Assistant; Jeremy Collinson, Environmental Health Specialist; Michelle Setlik, Fiscal Clerk; and Michele Kieborz, WIC Supervisor.

Ms. Anderson reviewed the following public health functions:

- Assessment that includes data collection
- Policies that are in place to protect the public health
- Assurance that public health services are available and accessible

A video of the September 2007 Mission of Mercy was viewed. Over 1,800 patients were seen at the event. It was their hope to hold this event every 3 years.

Staff Development:

- Management holds monthly discussions based on the current literature
- Monthly staff sessions held regarding effective interoffice communication
- Human resources developed position descriptions, employee evaluations, and performance based merit system

Environmental services – expansions had been made on the following:

- Inspection of mobile home parks, recreational camps, swimming pool and spas clean indoor air and childcare centers
- Certified pool operator classes were held
- School food programs were addressed
- West Nile virus surveillance
- Swimming beach sampling
- Nuisance complaints were addressed

Policy:

- Allows CDHC Board to exercise jurisdiction and authority as defined in Nebraska statute
- CDHD becomes the health board for each city/municipality
- CDHD Board regulates health matters

Effective July 1, 2007 the Central District Health Department would be an independent agency and effective October 1, 2007 they would do their own fiscal services in house. Michelle Setlik addressed issues on the indirect cost rates and how to address those hidden costs. She also stated they were improving the efficiencies of the programs and seeking outside sources of funding. The total amount requested from Hall County for the 2007/2008 fiscal year was \$120,000.00. This reflected a reduction of \$5,000.00 over last year.

Mitch Nickerson and Jim Eriksen complemented the Health Department on the efforts to reduce the budget request. Mr. Nickerson also addressed concerns in the event there was a pandemic outbreak and the importance of being prepared.

ADJOURNMENT: The meeting adjourned at 7:15 p.m.

RaNae Edwards

City Clerk

(As submitted by Hall County Clerk Marla Conley)



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G3

Approving Minutes of July 10, 2007 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 10, 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 July 10, 2007. Notice of the meeting was given in *The Grand Island Independent* on July 4, 2007.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Carney, Zapata, 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 Youth Minister Brian Pielstick, Harvest Time Baptist Church, 1125 North Beal Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council member's Cait Schwehn and Liz Koch.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of Service Award to Councilmember Scott Walker. The Mayor and City Council acknowledged Scott Walker with a plaque for his service to the citizen's of Grand Island for the last 6 1/2 years. Mr. Walker thanked the mayor, council and department directors and would miss being on the council. He stated he is enjoying his family and has no regrets.

SPECIAL ITEMS:

Approving Appointment of Bob Niemann as City Councilmember for Ward I. Mayor Hornady submitted the name of Bob Niemann for appointment as Councilmember to represent Ward 1. This appointment would fill the vacancy created by the resignation of Councilmember Scott Walker.

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

Administration of Oath of Office to Bob Niemann City Councilmember for Ward 1. City Clerk RaNae Edwards administered the Oath of Office to newly appointed Councilmember Bob Niemann – Ward 1.

Council took a short recess.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 640 South Pine Street (Joy A. Gambill). Gary Mader, Utilities Director reported that acquisition of a utility easement located at 640 South Pine Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to locate a pad-mounted transformer which would provide upgraded service to the existing buildings at 640 South Pine Street and 645 South Locust Street. No public testimony was heard.

Public Hearing on Referral of Blighted and Substandard Study for Property Located 1/2 Mile West of South Locust Street Primarily Between Wildwood Drive and Schimmer Drive to the Regional Planning Commission. Chad Nabity, Regional Planning Director reported that this item related to the Blighted and Substandard Study for proposed CRA Area #7 located east of the Platte Valley Industrial Park between Schimmer Drive and Wildwood Drive, 1/2 mile east of South Locust Street. Referral to the Planning Commission was recommended. Marlan Ferguson with the Economic Development Corporation spoke in support. 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 ordinances numbered:

- #9125 – Consideration of Partial Vacation of Utility Easements Located on Lots One (1) and Two (2), Cedar Ridge First Subdivision
- #9126 – Consideration of Vacation of a Portion of Midaro Drive (East of 610 Midaro Drive) to Correct Error in Legal Description on Ordinance No. 9124.

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

Gary Mader, Utilities Director reported Ordinance #9125 was needed to vacate a 20’ wide easement on Lots One (1) and Two (2), Cedar Ridge First Subdivision to meet the landscaping and zoning requirements for construction on this property.

Steve Riehle, Public Works Director reported Ordinance #9126 would correct the legal description of Ordinance No. 9124 that was approved by Council on June 26, 2007. This would allow for the vacation of a portion of Midaro Drive that was no longer needed because of changes in the development plan.

Motion by Meyer, second by Gilbert to approve Ordinances #9125 and #9126.

City Clerk: Ordinances #9125 and #9126 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9125 and #9126 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9125 and #1926 are declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of June 26, 2007 City Council Regular Meeting.

Approving Re-Appointments of Todd Enck, Marv Webb, Richard Willis, and Mike Wenzl to the Building Code Advisory Board.

#2007-140 – Approving Five Year Service Agreement for Cardiac Monitors with Medtronic Emergency Response Systems, Inc. in an Amount of \$36,700.00 Annual Installments.

#2007-156 – Approving Acquisition of Utility Easement Located at 640 South Pine Street (Joy A. Gambill).

#2007-157 – Approving Bid Award for Liquid Ortho-Polyphosphate for Corrosion Control with Carus Phosphates, Inc. of Belmont, North Carolina in an Amount of \$84,420.00.

#2007-158 – Approving Agreement with the Nebraska Department of Roads for Resurfacing Project on US Highway 281; Old Potash Highway to Capital Avenue in a Total Amount of \$300,000 with the State Share of \$150,000 and the City Share of \$150,000.

RESOLUTIONS:

#2007-159 – Consideration of Referring Blighted and Substandard Study for Property Located 1/2 Mile West of South Locust Street Primarily Between Wildwood Drive and Schimmer Drive to the Regional Planning Commission. Chad Nabity, Regional Planning Director reported this item related to the aforementioned Public Hearing.

Motion by Nickerson, second by Gilbert to approved Resolution #2007-159 and refer this matter to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

#2007-160– Consideration of Funding Outside Agencies. David Springer, Finance Director reported that this item was discussed at the June 19, 2007 City Council Study Session with numerous options and alternatives suggested by council. In order to proceed with the budget process a suggested 20% a year reduction in agency funding was suggested.

Motion by Whitesides, second by Haase to approve Resolution #2007-160. Upon roll call vote, all voted aye.

The following people spoke regarding the funding of outside agencies:

- Louise Miller, 1104 West Charles Street spoke in opposition to funding any outside agency.
- Shelly Pointer, 4071 Zola Lane, Executive Director for the Crisis Center, explained the services provided.
- Lois Stienike, 103 West Ashton Avenue, Executive Director for the Senior Citizens Industries (Grand Generation Center) commented on the importance of the funding received from the city and services provided.
- Gloriann Hodson, Hastings, NE, Executive Director for Hope Harbor spoke in support of the funding from the city.

Discussion was held regarding the criteria for funding that was discussed at previous meetings. Councilmember Nickerson recommended that the funding stay at the same level as last year due to tight budgets faced by outside agencies.

Motion was made by Whitesides to amend the original motion to include the following funding for the following agencies:

Hope Harbor	\$ 4,500
Convention and Visitors Bureau	\$10,000
Council for International Visitors	\$ 1,000

Motion died for lack of a second.

Upon roll call vote on original motion to approve Resolution #2007-160 all voted no. Motion failed.

Motion by Whitesides, second by Brown to approve the outside agencies funding to the same amount as last year (FY 2006-2007). Upon roll call vote, all voted aye. Motion adopted. (It was noted that the Fishing Derby did not make a request and the Central Nebraska Health Department revised their request to \$120,000)

PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of June 27, 2007 through July 10, 2007, for a total amount of \$2,081,439.95. Motion adopted unanimously.

Motion by Brown, second by Haase to approve the following Claims for the Library Expansion for the period of June 13, 2007 through July 10, 2007:

#74	\$76,095.16
#75	\$ 350.00

Motion adopted unanimously.

SPECIAL ITEMS:

Motion by Meyer, second by Gericke to adjourn to executive session at 8:00 p.m. for the purpose of updating the council on the Howard Maxon litigation. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION:

Motion by Meyer, second by Haase to return to regular session at 8:15 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:15 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G4

Approving Appointment of Dale Shotkoski as Interim City Administrator

The Mayor has submitted the appointment of Dale Shotkoski, City Attorney, to serve as the Interim City Administrator. Mr. Shotkoski will serve in this capacity effective immediately until a new City Administrator is hired. Approval is recommended.

Staff Contact: Mayor Margaret Hornady



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G5

Approving Appointment of Bob Niemann to the City/County Communications/Civil Defense Board

The Mayor has submitted the appointment of Councilmember Bob Niemann to the City/County Communications/Civil Defense Board to replace Councilmember Scott Walker. 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, July 24, 2007

Council Session

Item G6

Approving Re-Appointments of Bob Loewenstein and Cindy Bennett to the Community Development Advisory Board

The Mayor has submitted the re-appointments of Bob Loewenstein and Cindy Bennett to the Community Development Advisory Board. These appointments would become effective August 1, 2007 upon approval by Council, and would expire on July 31, 2010. Approval is recommended.

Staff Contact: Mayor Margaret Hornady



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G7

Approving Appointment of Lisa Heineman to the Regional Planning Commission

The Mayor has submitted the appointment of Lisa Heineman to the Regional Planning Commission to complete the term of Robert Niemann who was appointed to the City Council. This appointment would become effective immediately upon approval by Council, and would expire on October 31, 2009. Approval is recommended.

Staff Contact: Mayor Margaret Hornady



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G8

Approving Appointment of Karen Bredthauer to the Interjurisdictional Planning Commission

The Mayor has submitted the appointment of Karen Bredthauer to the Interjurisdictional Planning Commission to complete the term of Robert Niemann who was appointed to the City Council. This appointment would become effective immediately upon approval by Council, and would expire on May 24, 2008. Approval is recommended.

Staff Contact: Mayor Margaret Hornady



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G9

Approving Appointment of Lisa Norton to the Animal Advisory Board

The Mayor has submitted the appointment of Lisa Norton to the Animal Advisory Board to replace Nadine Matthews. This appointment would become effective September 1, 2007 upon approval by Council, and would expire on August 31, 2010. Approval is recommended.

Staff Contact: Mayor Margaret Hornady



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G10

Approving Re-Appointment of Scott Zana to the Heartland Events Center Board

The Mayor has submitted the re-appointment of Scott Zana to the Heartland Events Center Board. This appointment would become effective July 27, 2007 upon approval by Council, and would expire on July 26, 2008. Approval is recommended.

Staff Contact: Mayor Margaret Hornady



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G11

**Approving Preliminary Plat for Ponderosa Lake States Sixth
Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2007

Subject: Ponderosa Lake Estates Sixth Subdivision – Preliminary & Final Plat

Item #'s: G-11 & G-12

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

Background

This preliminary plat and final plat proposes to create 2 residential lots, each more than 1.6 acres on the west side of the Ponderosa Subdivision. This property is located on a tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision in the City of Grand Island, Nebraska. This tract of land consists of approximately 3.463 acres.

Discussion

The preliminary and final plat for Ponderosa Lake Estates Sixth Subdivision was considered by the Regional Planning Commission at the July 11, 2007 meeting. A motion was made by Snodgrass and seconded by Eriksen to approve the plat as presented. A roll call vote was taken and the motion carried with 8 members present voting in favor (Amick, O'Neill, Ruge, Reynolds, Haskins, Eriksen, Bredthauer, Snodgrass).

Alternatives

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

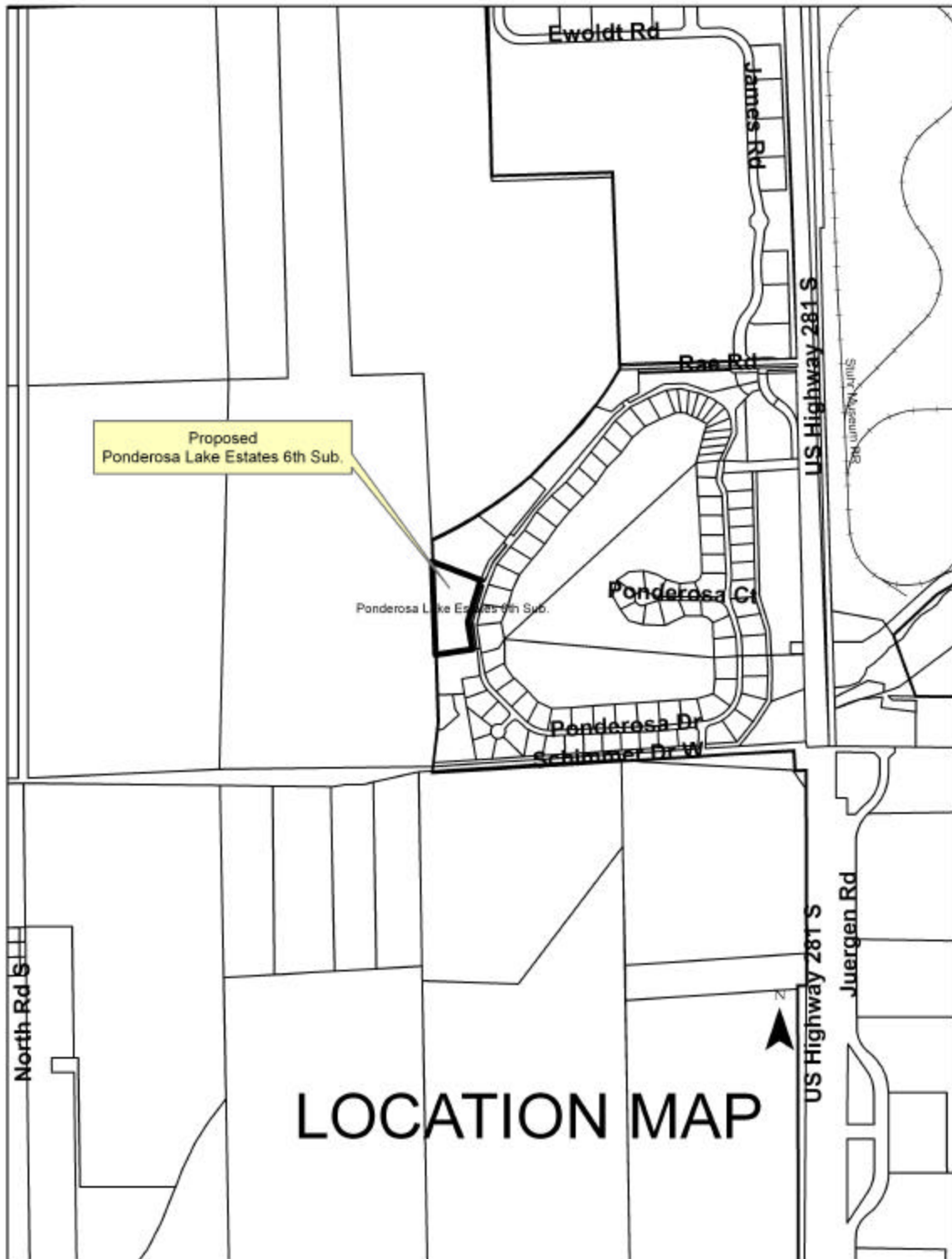
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve as recommended.



A tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision in the City of Grand Island, Nebraska, and containing 3.463 acres, more or less.

KNOW ALL MEN BY THESE PRESENTS, that we, Martha Duan and Donald L. Duan, wife and husband, being the owners and legal title holders of the land described herein, have caused same to be surveyed, subdivided, platted and designated as "RONDEROSA LAKE ESTATES SIXTH SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements. If any, for the location, construction and maintenance of public service utilities thereon, and also for the installation, operation, maintenance and repair of such utilities, and for all other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision and dedication shall be binding and enforceable by the heirs, assigns and successors-in-interest of the undersigned, notwithstanding any particular obligation described in the description hereon as appears on this plat, is made with the free consent in accordance with

IN WITNESS WHEREOF, we have affixed our signatures hereto at Grand Island, Nebraska, this _____ day of _____, 2007.

State of Nebraska

On the _____ day of _____, 2007, before me, _____, a Notary Public within and for said County, personally appeared Marsha M. Dunn and Donald L. Dunn, wife and husband, to me personally known to be the identical persons whose signatures are affixed hereto, and they did acknowledge the execution hereof to be her and his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires _____

Notary Public

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island and Wood River, and the villages of Aldo, Cairo and Deniaphan, Nebraska.

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2007.

I hereby certify that on 07/20/2007, completed an accurate survey (made under my supervision) of "PONDROSE LAKE ESTATES SIXTH SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereto; that the lots, blocks, streets, avenues, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereto, are well and accurately stocked off and marked; that iron markers are placed at the corners as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and established monuments.

PONDEROSA LAKE ESTATES SIXTH SUBDIVISION
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

CURET : OF :

Ponderosa Lake Estates Sixth Subdivision Summary

Developer/Owner

Marsha M. and Donald L. Dunn
72 Ponderosa Drive
Grand Island, NE 68803

2 Lots west of Ponderosa Drive north of Baldwin Ct.

Size: 3.463 Acres

Zoning RD Residential Development District

Road Access: Existing Private Street

Water Public: City Water is available and all lots will be connected

Sewer Public: City Sewer is available and all lots will be connected





City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G12

**#2007-161 - Approving Final Plat and Subdivision Agreement for
Ponderosa Lake Estates Sixth Subdivision**

Staff Contact: Chad Nabity

RESOLUTION 2007-161

WHEREAS, Marsha M. Dunn and Donald L. Dunn, wife and husband, as owners, have caused to be laid out into lots, a tract of land comprising all of Block Six (6), Ponderosa Lake Estates, in the City of Grand Island, Hall County, Nebraska, under the name of PONDEROSA LAKE ESTATES SIXTH 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 PONDEROSA LAKE ESTATES SIXTH 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, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G13

**#2007-162 - Approving Final Plat and Subdivision Agreement for
MJ Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2007

Subject: MJ Subdivision – Final Plat

Item #'s: G-13

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

Background

This final plat proposes to create 2 lots on a tract of land located in all of Lot 1, Grand Island Farmstead Project Third Subdivision in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) in Section Thirty-four (34), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Grand Island, Hall County, Nebraska. This land consists of approximately 2.000 acres. City sewer and water are not available to this property. These lots front onto an existing County Road.

Discussion

The final plat for MJ Subdivision was considered by the Regional Planning Commission at the July 11, 2007 meeting. A motion was made by Bredthauer and seconded by Snodgrass to approve the plat as presented. A roll call vote was taken and the motion carried with 5 members present voting in favor (Amick, Snodgrass, Bredthauer, Reynolds, Haskins,) and 2 members present voting against (O'Neill, Ruge).

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 for MJ Subdivision as presented

Sample Motion

Motion to approve as recommended.



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MJ Subdivision Summary

Developer/Owner

Mud Jockies LLC A Nebraska Limited Liability Company

Jeff Suck

1321 S. Webb Road

Grand Island, NE 68803

2 Lots south of U.S. Highway 34 and west of Stuhr Road.

Size: 2.000 Acres

Zoning LLR Large Lot Residential ½ acre residential lots permitted

Road Access: Public County Road

Water Public: City Water is Not Available

Sewer Public: City Sewer is Not Available NDEQ has approved septic systems



RESOLUTION 2007-162

WHEREAS, Mud Jockies, L.L.C., as owner, has caused to be laid out into lots, a tract of land comprising of a re-plat of Lot One (1), Grand Island Farmstead Project Third Subdivision, in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) in Section Thirty Four (34), Township Eleven (11) North, Range Nine (9), West of the Sixty P.M., Hall County, Nebraska, under the name of MJ 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 re-plat of MJ 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, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G14

#2007-163 - Approving Acquisition of Utility Easement - Cedar Ridge Apartments - 1203 Cedar Ridge Court - 4Evergreen I, LLC

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

Staff Contact: Gary R. Mader

RESOLUTION 2007-163

WHEREAS, a public utility easement is required by the City of Grand Island, from 4Evergreen I, L.L.C., 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 July 24, 2007, for the purpose of discussing the proposed acquisition of an easement located in a part of Lot One (1), Cedar Ridge Second Subdivision, located in the City of Grand Island, Hall County, Nebraska, the said Ten (10.0) foot wide easement being more particularly described as follows:

The northerly ten (10.0) feet of the westerly one hundred forty five and six tenths (145.6) feet of Lot One (1), Cedar Ridge Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.031 acres, more or less, as shown on the plat dated 6/21/2007, 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 utility easement from 4Evergreen I, L.L.C., a Nebraska limited liability company, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G15

#2007-164 - Approving Acquisition of Utility Easement - Cedar Ridge Apartments - 1204 Cedar Ridge Court - 4Evergreen II, LLC

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

Staff Contact: Gary R. Mader

RESOLUTION 2007-164

WHEREAS, a public utility easement is required by the City of Grand Island, from 4Evergreen II, L.L.C., 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 July 24, 2007, for the purpose of discussing the proposed acquisition of an easement located in a part of Lot Two (2), Cedar Ridge Second Subdivision, located in the City of Grand Island, Hall County, Nebraska, the said Ten (10.0) foot wide easement being more particularly described as follows:

The northerly ten (10.0) feet of the easterly one hundred forty four and six tenths (144.6) feet of Lot Two (2), Cedar Ridge Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.033 acres, more or less, as shown on the plat dated 6/21/2007, 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 utility easement from 4Evergreen II, L.L.C., a Nebraska limited liability company, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G16

#2007-165 - Approving Bid Award - Electric Underground Shop-Garage Storage Facility Fire Protection

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: July 24, 2007

Subject: Bid Award – Electric Underground Shop-Garage Storage Facility Fire Protection

Item #'s: G-16

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

Background

In 2004, the Utilities Department purchased the an old warehousing facility at 1209-1219 West North Front Street, to be used for expansion of the Electric Underground Division as a shop, garage and storage facility to centralize the equipment and material needed to efficiently construct and maintain the electric underground system. The location is adjacent to the City Shop Garage, and just west of the existing Electric Line Division facilities. As the building has been developed, the Utilities Department and its insurance carrier, Factory Mutual, recognized the need for the building to be protected from fire by installing a fire suppression sprinkler system. Funds for the fire protection system were included in the current Electric Department Budget.

Discussion

The Department created specifications and bid documents in conjunction with Factory Mutual. Specifications were mailed to seven potential bidders as well as advertised in accordance with the City's Purchasing Policy.

Bids were received on July 10, 2007 at 11:00 a.m. from two bidders with the following results:

Bidder	Bid Price
Bamford, Inc., Kearney, NE	\$90,700.00
Nebraska Fire Sprinkler, Alda, NE	\$78,003.00

Exceptions were taken by both bidders to the schedule 40 pipe specified. Code requires schedule 10 be used for pipe larger than 2". This is agreeable to both staff and the insurance carrier.

Both bidders meet all other specifications. Adequate funds are available in the Electric fund and the low bid is below the estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the bid for installation of the fire protection system to Nebraska Fire Sprinkler of Alda, Nebraska in the amount of \$78,003.00.

Sample Motion

Make a motion to approve the bid for installation of the Fire Protection System in the Electric Underground Division Shop-Garage, Storage Building to Nebraska Fire Sprinkler of Alda, Nebraska.

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: July 10, 2007 at 11:00 a.m.

FOR: Electric Underground Division Shop-Garage Storage
Facility Fire Protection

DEPARTMENT: Utilities

ESTIMATE: \$90,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: June 21, 2007

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Bamford, Inc.</u> Kearney, NE	<u>Nebraska Fire Sprinkler</u> Alda, NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	Noted	Noted
Bid Price:	\$90,700.00	78,003.00

cc: Gary Mader, Utilities Director
Randy Leiser, Electric Supt.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Wes Nespor, Assist. City Attorney

P1176

RESOLUTION 2007-165

WHEREAS, the City of Grand Island invited sealed bids for a fire protection system for the Electric Underground Division Shop – Garage Storage Facility, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 10, 2007, bids were received, opened and reviewed; and

WHEREAS, Nebraska Fire Sprinkler, of Alda, 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 \$78,003.00; and

WHEREAS, Nebraska Fire Sprinkler'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 Nebraska Fire Sprinkler, of Alda, Nebraska, in the amount of \$78,003.00 for a fire protection system for the Electric Underground Division Shop – Garage Storage Facility is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G17

#2007-166 - Approving Authority to Sign Documents for Farm Service Agency (FSA) Regarding Farm Leases

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Wesley D. Nespor, Attorney

Meeting: July 24, 2007

Subject: Authority to Sign Farm Service Agency (FSA) Documents

Item #'s: G-17

Presenter(s): Wesley D. Nespor, Attorney

Background

The city has various parcels of real estate subject to oversight by several city departments. Much of this land is farmed, hayed or pastured under annual leases. The land was previously managed by a professional manager who has now retired. The new management company will begin management services after harvest in 2007. In the interim, the Legal Department prepared leases and is working with NRD and FSA for reporting purposes.

Discussion

Someone must meet with personnel at the Farm Service Agency on July 25, 2007, to sign federal forms certifying acres for production. Dale Shotkoski and Wesley Nespor can do it this year and Farmers National Company (Randy Hartmann) can do it for 2008 and subsequent years. A resolution is required to authorize these individuals to sign federal forms for the city.

Alternatives

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

1. Move to approve a resolution authorizing Dale Shotkoski, Wesley Nespor and Farmers National Company to sign federal forms certifying city production and irrigation acres.
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 a resolution authorizing Dale Shotkoski, Wesley D. Nespor and Farmers National Company (Randy Hartmann) to sign all forms and reporting documents for NRD and FSA for agricultural land owned by the City of Grand Island.

Sample Motion

Motion to approve a resolution authorizing Dale Shotkoski, Wesley D. Nespor and Farmers National Company (Randy Hartmann) to sign all forms and reporting documents for NRD and FSA for agricultural land owned by the City of Grand Island.

RESOLUTION 2007-166

WHEREAS, on March 27, 2007, by Resolution No. 2007-67 the City Council awarded various leases on parcels of real estate owned by the city and subject to oversight by several city departments; and

WHEREAS, the real estate was previously managed by a professional land manager who has now retired; and

WHEREAS, on June 26, 2007, by Resolution No. 2007-152, Farmers National Company of Grand Island, Nebraska was awarded a contract for managing the city's real estate; and

WHEREAS, in the interim, the Legal Department has prepared leases and is working with the Natural Resource District (NRD) and Farm Service Agency (FSA) offices for reporting purposes; and

WHEREAS, a representative of the city must meet with personnel at FSA to sign federal forms certifying acres for production and it is therefore necessary for council to grant authority to Dale M. Shotkoski, City Attorney and Wesley D. Nespor, Attorney, to sign the federal forms necessary to certify the acres and to grant Farmers National Company of Grand Island, Nebraska, to sign the forms necessary to certify acres for future crop seasons.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Dale M. Shotkoski, City Attorney, and Wesley D. Nespor, Attorney, are hereby authorized to sign the federal forms necessary to certify acres with FSA and NRD.

BE IT FURTHER RESOLVED that Farmers National Company of Grand Island, Nebraska, is hereby authorized to sign the federal forms necessary to certify acres for FSA and NRD for future crop years.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G18

#2007-167 - Approving FY 2007-2008 Annual Budget for Business Improvement District #3, South Locust Street from Stolley Park Road to Highway 34 and Setting Date for Board of Equalization

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: July 24, 2007

Subject: Approving FY 2007-2008 Annual Budget for Business Improvement District #3, South Locust Street from Stolley Park Road to Highway 34, and setting Date for Board of Equalization

Item #'s: G-18

Presenter(s): Dave Springer, Finance Director

Background

In March, 1999, the City Council adopted Ordinance #8452 creating business Improvement District (BID) #3, South Locust Street from Stolley Park Road to Highway 34. The ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration at the second meeting in July (July, 24, 2007). On June 6, 2007, the BID #3 Board met and approved the 2007-2008 Budget which provides for special assessments in the amount of \$4.25 per front footage for a total of \$42,266 for the 9,924 front footage.

Discussion

The majority of the proposed budget of \$42,266 is to be used for the maintenance of frontage areas along the South Locust Street portion of their district. The appropriations for 2007-2008 also include a City fee of \$875 for accounting services. A copy of the proposed 2007-2008 budget is attached for review.

Alternatives

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

1. Approve the 2007-2008 Budget for BID #3 and set the date for the Board of Equalization.
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the 2007-2008 Budget for BID #3 and set the date of September 11, 2007 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Approve the 2007-2008 Budget for BID #3 and set the date of September 11, 2007 for the Board of Equalization.

**BUSINESS IMPROVEMENT BOARD #3
FY 2007-2008 BUDGET**

	2005 Actual	2006 Actual	2007 Budget	2007 Projected	2008 Budget
REVENUE					
Account					
74140 Special Assessments	35,051	33,401	34,314	34,396	42,266
74787 Interest Revenue	0	0	0	0	0
74795 Other Revenue	7,820	3,250	0	4,000	0
TOTAL REVENUE	42,871	36,651	34,314	38,396	42,266
APPROPRIATIONS					
Account					
85213 Contract Services	18,194	25,948	20,675	20,745	20,675
85245 Printing & Binding Services	174	59	0	250	100
85249 Snow & Ice Removal	765	1,235	3,000	723	2,000
85290 Other Professional & Tech.	2,870				
85305 Utility Services	6,974	5,743	5,000	7,100	6,000
85325 Repair & Maint - M&E	637	3,024	2,000	2,100	3,300
85390 Other Property Services	0	0	0	0	0
85413 Postage	213	136	250	250	250
85416 Advertising	0	0	0	0	0
85419 Legal Notices	203	428	750	450	750
85490 Other Expenditures	6,599	0	0	0	1,000
85505 Office Supplies	0	0	100	50	100
85560 Trees & Shrubs	0	2,310	1,000	3,780	3,000
85590 Other General Supplies	5,873	0	1,500	214	2,000
85608 Land Improvements	45,873	0	0	0	3,000
TOTAL OPERATING EXPENSE	88,375	38,883	34,275	35,662	42,175
ANNUAL EXCESS/(LOSS)	(45,504)	(2,232)	39	2,734	91
Beginning Cash Balance	44,911	(593)	(2,825)	(2,825)	(91)
Revenues	42,871	36,651	34,314	38,396	42,266
Expenditures	88,375	38,883	34,275	35,662	42,175
Ending Cash Balance	(593)	(2,825)	(2,786)	(91)	0

RESOLUTION 2007-167

WHEREAS, the City Council has considered the proposed budget of the Business Improvement District No. 3 for the fiscal year 2007-2008; and

WHEREAS, the City has received the assessed values of the individual properties within Business Improvement District No. 3 as shown in the office of the Hall County Assessor in effect on the first day of January, 2007.

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

1. The budget for Business Improvement District No. 3 is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a board of equalization on the proposed assessments shall be held on September 11, 2007 at 7:00 p.m. in the City Council chambers of City Hall, 100 East First Street, Grand Island, Nebraska.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of Business Improvement District No. 3 by U.S. mail, postage prepaid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G19

#2007-168 - Approving FY 2007-2008 Annual Budget for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road and Setting Date for Board of Equalization

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: July 24, 2007

Subject: Approving FY 2007-2008 Annual Budget for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road, and setting Date for Board of Equalization

Item #'s: G-19

Presenter(s): Dave Springer, Finance Director

Background

In July, 2002, the City Council adopted Ordinance #8751 creating Business Improvement District (BID) #4, South Locust Street from Stolley Park Road to Fonner Park Road. The ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration at the second meeting in July (July, 24, 2007). On June 6, 2007, the BID #4 Board met and approved the 2007-2008 Budget which provides for special assessments in the amount of \$4.48 per front footage for a total of \$22,176 for the 4,950 front footage.

Discussion

The majority of the appropriations in the proposed budget of \$22,176 are for the upkeep of sprinkler systems, maintenance of green spaces, and snow removal along their portion of the South Locust corridor. The appropriations for 2007-2008 also include a City fee of \$1,500 for accounting services. A copy of the proposed 2007-2008 budget is attached for review.

Alternatives

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

1. Approve the 2007-2008 Budget for BID #4 and set the date for the Board of Equalization.
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the 2007-2008 Budget for BID #4 and set the date of September 11, 2007 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Approve the 2007-2008 Budget for BID #4 and set the date of September 11, 2007 for the Board of Equalization.

BUSINESS IMPROVEMENT BOARD #4
FY 2007-2008 BUDGET

	2005	2006	2007	2007	2008
	Actual	Actual	Budget	Projected	Budget
REVENUE					
Account					
74140 Special Asessments	17,325	17,390	17,248	16,858	22,176
74787 Interest Revenue	-	-	-	-	-
74795 Other Revenue		-			
TOTAL REVENUE	17,325	17,390	17,248	16,858	22,176
APPROPRIATIONS					
Account					
85213 Contract Services	6,424	13,432	13,500	13,500	13,500
85245 Printing & Binding Services	41	37	250	250	250
85249 Snow & Ice Removal	340	-		425	-
85305 Utility Services	1,519	3,730	3,500	4,000	4,500
85319 Repair & Maint - Irrigation	-	978	2,000	2,000	2,000
85413 Postage	135	67	250	100	250
85416 Advertising	-	-	3,500	1,000	1,000
85419 Legal Notices	94	260	500	300	500
85490 Other Expenditures	5,801	-	500	200	500
85505 Office Supplies	-	-	500	100	500
85560 Trees and Shrubs	-	-	-	3,500	
85590 Other General Supplies	199	3,883	5,000	500	5,000
TOTAL OPERATING EXPENSE	14,552	22,387	29,500	25,875	28,000
ANNUAL EXCESS/(LOSS)	2,772	(4,997)	(12,252)	(9,017)	(5,824)
Beginning Cash Balance	25,149	27,921	22,924	22,924	13,907
Revenues	17,325	17,390	17,248	16,858	22,176
Expenditures	14,552	22,387	29,500	25,875	28,000
Ending Cash Balance	27,921	22,924	10,672	13,907	8,083

RESOLUTION 2007-168

WHEREAS, the City Council has considered the proposed budget of the Business Improvement District No. 4 for the fiscal year 2007-2008; and

WHEREAS, the City has received the assessed values of the individual properties within Business Improvement District No. 4 as shown in the office of the Hall County Assessor in effect on the first day of January, 2007.

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

1. The budget for Business Improvement District No. 4 is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a board of equalization on the proposed assessments shall be held on September 11, 2007 at 7:00 p.m. in the City Council chambers of City Hall, 100 East First Street, Grand Island, Nebraska.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of Business Improvement District No. 4 by U.S. mail, postage prepaid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G20

#2007-169 - Approving FY 2007-2008 Annual Budget for Business Improvement District #5, Downtown and Setting Date for Board of Equalization

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: July 24, 2007

Subject: Approving FY 2007-2008 Annual Budget for Business Improvement District #5, Downtown, and setting Date for Board of Equalization

Item #'s: G-20

Presenter(s): Dave Springer, Finance Director

Background

In May, 2003, the City Council adopted Ordinance #8812 creating Business Improvement District (BID) #5, Downtown. The ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration at the second meeting in July (July, 24, 2007). On June 21, 2007, the BID #5 Board met and approved the 2007-2008 budget which provides for special assessments in the amount of \$80,000.

Discussion

In this district, assessments are paid by property owners based on the valuation of land and real property in the district as of January 1 of the current year. No personal property is figured into the assessment. Owners are billed for the assessment on October 1 of each fiscal year. The total taxable value for the district as of January 1, 2006 was \$25,710,908 which for budgeted assessments of \$80,000 gives a levy of .311152 per \$100 of real property. Contract Services and Advertising/Promotions, account for over 75% of the appropriations in the proposed budget of \$90,000. The appropriations for 2007-2008 also include a City fee of \$5,000 for accounting services. A copy of the proposed 2007-2008 budget is attached for review.

Alternatives

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

1. Approve the 2007-2008 Budget for BID #5 and set the date for the Board of Equalization.
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the 2007-2008 Budget for BID #5 and set the date of September 11, 2007 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Approve the 2007-2008 Budget for BID #5 and set the date of September 11, 2007 for the Board of Equalization.

BUISNESS IMPROVEMENT DISTRICT #5
FY 2007-2008 BUDGET

	2,005	2006	2007	2007	2008
	Actual	Actual	Budget	Projected	Budget
REVENUE					
Account					
74140 Special Asessments	78,870	80,475	80,000	79,111	80,000
74787 Interest Revenue	-	-	-	-	-
74795 Other Revenue	2,935	990	3,000	1,240	1,000
TOTAL REVENUE	81,805	81,465	83,000	80,351	81,000
APPROPRIATIONS					
Account					
85213 Contract Services	44,427	51,052	53,500	52,000	52,000
85241 Computer Services	-	-			
85245 Printing & Binding Services	1,593	2,438	1,000	2,600	2,000
85249 Snow & Ice Removal	553	550	-	310	-
85290 Other Professional Services	819	4,597	1,500	1,271	2,000
85305 Utility Services	1,141	1,329	2,000	2,000	2,000
85330 Repair & Maint - Furniture	-	650	-	-	-
85390 Other Property Services	-	-	-	-	-
85413 Postage	1,492	1,124	1,500	1,500	1,500
85416 Advertising	19,299	11,354	20,000	16,000	18,000
85419 Legal Notices	165	1,050	1,900	1,100	2,000
85422 Dues & Subscriptions	314	-	-	1,700	
85428 Travel & Training	1,566	2,213	-	1,944	
85490 Other Expenditures	7,839	3,941	3,000	3,544	2,500
85505 Office Supplies	1,878	510	1,000	700	1,000
85560 Trees & Shrubs	-	35	1,000	-	1,000
85590 Other General Supplies	251	2,109	1,000	300	1,000
85608 Land Improvements			5,000	-	5,000
TOTAL OPERATING EXPENSE	81,338	82,952	92,400	84,969	90,000
ANNUAL EXCESS/(LOSS)	467	(1,487)	(9,400)	(4,618)	(9,000)
Beginning Cash Balance	14,638	15,105	13,618	13,618	9,000
Revenues	81,805	81,465	83,000	80,351	81,000
Expenditures	81,338	82,952	92,400	84,969	90,000
Ending Cash Balance	15,105	13,618	4,218	9,000	(0)

RESOLUTION 2007-169

WHEREAS, the City Council has considered the proposed budget of the Business Improvement District No. 5 for the fiscal year 2007-2008; and

WHEREAS, the City has received the assessed values of the individual properties within Business Improvement District No. 5 as shown in the office of the Hall County Assessor in effect on the first day of January, 2007.

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

1. The budget for Business Improvement District No. 5 is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a board of equalization on the proposed assessments shall be held on September 11, 2007 at 7:00 p.m. in the City Council chambers of City Hall, 100 East First Street, Grand Island, Nebraska.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of Business Improvement District No. 5 by U.S. mail, postage prepaid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G21

#2007-170 - Approving Funding of Economic Development Corporation Request for Hall County Airport Authority for the Air National Guard Facility (NWPS Rate Agreement Funds)

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: July 24, 2007

Subject: Approving Funding of Economic Development Corporation Request for Air National Guard Facility (NWPS Rate Agreement Funds)

Item #'s: G-21

Presenter(s): Dave Springer, Finance Director

Background

On September 26, 2000, the City Council approved Resolution #2000-291 establishing an Economic Development Policy for the annual contribution from Northwestern Public Service (NWPS). A request has been received for funding and recommended for approval by the NWPS Funds Review Committee.

Discussion

The Grand Island Area Economic Development Corporation (GIAEDC) requests \$26,000 to be used towards the expansion of the natural gas distribution system to serve the new Air National Guard Facility at the Central Nebraska Regional Airport. These funds represent direct cash contributions previously made by NWPS to the City of Grand Island and the usage of these funds for this purpose falls within the guidelines of the economic development policy set forth in the rate agreement. Adequate funds are in Account #10011102-85454.

Alternatives

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

1. Approve the request for funds
2. Disapprove or /Deny the request for funds
3. Table the issue

Recommendation

City Administration recommends that the Council approve the request for funds.

Sample Motion

Approve the request for funds to allow payment to the Hall County Airport Authority.

P.O. Box 1151

GRAND ISLAND, NE 68802-1151

July 2, 2007

Mayor Margaret Hornady
City of Grand Island
100 E 1st St
PO Box 1968
Grand Island, NE 68802-1968



RE: Application for NWPS Economic Development Rate Agreement Funds

Dear Mayor,

Our local review committee made up of the GIAEDC Executive Committee and Jim Hartman of NorthWestern Energy as spelled out in the rate agreement policy have reviewed the following project and recommends to the City Council for their review and approval.

Project: Hall County Airport Authority for the Air National Guard facility at Central Nebraska Regional Airport.

After review by the committee, the committee unanimously approved to obligate \$26,000 now.

Attached is the request letter for your reference. If you have any questions, or would need any additional information, please give me a call.

Sincerely,



L. Denise McGovern
Executive Assistant

Enclosure

CC: Legal
Finance
Clark
7-3-07



June 25, 2007

Grand Island Area Economic Development Corp.
NorthWestern Energy Review Committee
The Downtown Center
308 N. Locust Street, Suite 400
Grand Island, NE 68801

Re: Request for Funding

Dear Review Committee Members:

On behalf of the Hall County Airport Authority, I am writing to request that you consider using the NorthWestern Energy Economic Development Fund to assist in paying for the expansion of the Natural Gas Distribution System to serve the new Air National Guard facility at Central Nebraska Regional Airport.

The total projected cost to extend service to the site is approximately \$44,000.00. Adjusting for the Allowed Rate of Return, NorthWestern Energy's Supportable Investment into this project is approximately \$18,000.00.

It is at this time that Hall County Airport Authority is requesting \$26,000 from the fund and this request is consistent with and falls within the guidelines of the economic development policy set forth in the rate agreement. I believe this request is a prudent use of the funds as it is helping to build infrastructure for new business to Grand Island.

I would like to thank you for considering this request. Please feel free to contact me if you have any questions about this request.

Sincerely,

Mike Olson, AAE
Executive Director
Hall County Airport Authority

3743 Sky Park Road
Grand Island, NE 68801
Phone 308.385.5170
Fax 308.385.5179
FlyGrandIsland.com

HALL COUNTY AIRPORT AUTHORITY
BOARD MEMBERS
Ken Caldwell, Chairman
Lynne Werner, Vice Chair
Jim Roe, Secretary/Treasurer
Harold Rosenkranz
Curtis Grass
Mike Olson, AAE, Executive Airport Director

RESOLUTION 2007-170

WHEREAS, Northwestern Public Service (NWPS) makes an annual contribution for economic development purposes to the City of Grand Island in the amount of \$86,000; and

WHEREAS, on September 26, 2000, the Mayor and City Council approved Resolution 2000-291 establishing an economic development policy for receiving, considering and making recommendations regarding requests for disbursement of said funds; and

WHEREAS, the office of the City Administrator received a recommendation for funding from the local economic development committee for \$26,000.00 to be used towards the expansion of the natural gas distribution system to serve the Air National Guard Facility at the Central Nebraska Regional Airport; and

WHEREAS, said request is consistent with the intent of NWPS in making its annual economic development contribution, and the policy established by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the request for disbursement in the amount of \$26,000.00 to be used towards the expansion of the natural gas distribution system to serve the Air National Guard Facility at the Central Nebraska Regional Airport is hereby approved, and a payment is authorized to be made to the Hall County Airport Authority for such purpose.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G22

**#2007-171 - Approving Amendment to the Interlocal Agreement
with the Central Nebraska Health Department**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: July 24, 2007

Subject: Amendment to Health Department Inter-local Agreement and Dispersal of Joint Employees Pension Funds

Item #'s: G-22

Presenter(s): Dave Springer, Finance Director

Background

Effective October 1, 2002, the joint City-County Health Department was replaced by a Central District Health Department which included the addition of Hamilton and Merrick Counties. This was approved by the Department of Health and Human Services of the State of Nebraska. An inter-local agreement entered into at that time called for the City Treasurer to act as the department's fiscal agent and provide financial management services for a nominal fee. The agreement also stated that the employees who to that point were City employees, would henceforth be employees of the Central District Health Department.

Discussion

The Central District Health Department functions as an independent entity apart from the City and has decided to perform its own financial operations with assistance from an accounting firm. Thus, the inter-local agreement needs to reflect that such duties will no longer be provided by the City. Additionally, since 1997, the City and County had jointly and equally contributed to a fund to provide for accrued vacation and sick leave liabilities of the joint agency departments of Health, Regional Planning, and Emergency Management. The costs of later two departments are shared by the City and County and "true up" annually and their personnel are City employees whose vacation and sick pay accruals are already included with the rest of the City's employs in a contingency account. The accrual for Health Department employees should have moved with them to the regional department in 2002. There is \$128,750 in this joint accrual fund and Council is asked to approve a payment of \$32,595.80 to the Central District Health Department for their accruals as of September 30, 2002 and the balance to be returned equally to the County and City General Fund of \$48, 77.10 each. The joint accrual fund would then be closed.

Alternatives

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

1. Approve the Amendment to the agreement and division of funds.
2. Disapprove or Deny the recommendation.
3. Table the issue

Recommendation

City Administration recommends that the Council approve the Amendment to the Inter-local Agreement and a dispersal of monies to close the accrual fund.

Sample Motion

Approve the Amendment to the Inter-local Agreement with the Central District Health Department and a distribution of accrual funds as indicated.

AMENDMENT 2
CENTRAL DISTRICT HEALTH DEPARTMENT
INTERLOCAL AGREEMENT
JULY 24, 2007

The original interlocal agreement dated October 1, 2002 and amended October 13, 2003 is further amended as follows:

Page 5, Paragraph 11 shall read

11. All funds received by the Department shall be accounted for separately by a treasurer to be appointed by the Board. The Board may employ the services of a certified public accountant to provide financial management services such as cash management, payroll processing, financial accounting, and reporting. The Board shall adopt checks and balances, claims auditing, and internal control procedures consistent with sound accounting practices for public funds. Control of Department accounts will be assumed by the appointed treasurer on October 1, 2007.

Page 5, Paragraph 15 shall read

15. Employees of the Central District Health Department below the level of Director shall be employees of the Central District Health Department. Those employees shall be entitled to health insurance, life insurance, long term disability benefits, 457 Plan, pension and cafeteria plan and any other benefits at the discretion of the Board unless such benefits are expressly required by Nebraska statute or federal law. The District will establish its own personnel system. Any collective bargaining agreement covering such employees shall be subject to the approval of the Board of Health.

Approved by the member political subdivisions to the Central District Health Department:

City Of Grand Island, Nebraska
A Municipal Corporation

Dated: _____

By: _____
Mayor

Attest:

City Clerk

County of Hall

Dated: _____

By: _____
Chair of the County Board

Attest:

Hall County Clerk

County of Hamilton

Dated: _____

By: _____
Chair of the County Board

Attest:

Hamilton County Clerk

County of Merrick

Dated: _____

By: _____
Chair of the County Board

Attest:

Merrick County Clerk

RESOLUTION 2007-171

WHEREAS, on April 23, 2002, by Resolution 2002-119, the City of Grand Island approved its participation in the Central District Health Department and approved an Interlocal Cooperation Agreement for such participation; and

WHEREAS, on October 28, 2003, by Resolution No. 2003-315, the City Council approved Amendment No. 1 of the Interlocal Cooperation Agreement with the Central District Health Department; and

WHEREAS, certain funds need to be transferred to the Central District Health Department; and

WHEREAS, it is the desire of the Central District Health Department to perform its own financial operations with the assistance of a private accounting firm, which will require an amendment of the Interlocal Agreement between the city and the Central District Health Department reflecting this request, as shown on Exhibit "A" attached hereto; and

WHEREAS, the City Attorney's office has reviewed and approved the amendment to the Interlocal Cooperation Agreement setting out such changes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the Interlocal Cooperation Agreement for the Central District Health Department is hereby approved subject to the approval of the other member entities and the Nebraska Department of Health and Human Services.

BE IT FURTHER RESOLVED that the sum of \$32,595.80 shall be paid to the Central District Health Department by the city from the joint accrual fund, and the sum of \$48,077.10 shall be paid back to the County from the joint accrual fund, and \$48,077.10 be paid back to the City General Fund, thereby closing the joint accrual fund.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G23

#2007-172 - Approving City of Grand Island Affirmative Action Plan

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: July 24, 2007

Subject: Affirmative Action Plan

Item #'s: G-23

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island has for many years had a formal statement about affirmative action and equal employment opportunity in its Personnel Rules. The City has in recent years began to aggressively pursue federal grant dollars to assist with projects throughout the community. When applying for federal grant dollars, the entity needs to show proof of its affirmative action plan. While the City has had a policy in place, it is time to adopt a more formal policy that will help us to meet the requirements for grant applications.

Discussion

Administration is proposing a formal Affirmative Action Policy that will provide not only guidelines for the City to follow in its hiring and employment practices but also show its commitment to being an equal opportunity employer. This Affirmative Action Plan does not require the City to meet quotas but instead to outreach to women and minorities in its recruitment processes. The plan calls for training individuals who are involved in the hiring process and a review process to help identify areas of opportunity for outreach in recruiting. A formal plan is needed to help the City maintain compliance with the federal government in the grant application process.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Affirmative Action Plan.

Sample Motion

Motion to approve the Affirmative Action Plan.

CITY OF GRAND ISLAND

2007
AFFIRMATIVE ACTION
PROGRAM

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INTRODUCTION

The City Of Grand Island's commitment to fair employment practices encompasses the belief that equal employment is a vital element of the basic merit system. The merit system maintains that all persons should be afforded equal access to public service opportunities limited only by their ability to do the job.

Affirmative Action is one of the methods through which equal employment opportunity is realized. Equal opportunity cannot be fully achieved until inclusiveness is a priority. If we are going to make progress in providing complete equal opportunity, the means by which we seek to remove disparities must not be merely passive.

Affirmative Action is the comprehensive term for all the programs in which the City actively participates to attain the status of equal employment opportunity. The City Of Grand Island's Affirmative Action Program is a guide to assist Departments in the revision, implementation and improvement of their employment procedures to assure fairness. This Program confirms the City Of Grand Island's commitment to equality and serves as an outline of the strategy the City will use to achieve the desired results.

Since affirmative action is a process, it is susceptible to change. Shifting requirements, reinterpretation by the courts, new legislation and reallocations of responsibility all dictate revisions in processes. Therefore, this program will require periodic review and revision.

This Affirmative Action Program has been designed to permit flexibility in its application by City Departments with diverse needs. Consequently, Departments are requested to approach these objectives with innovation and creativity. Equal employment opportunity is the law. Effective affirmative action is the means for fulfilling lawful responsibility and it must be a shared concern.

The Mayor and the City Council call upon every person in the City involved in recruitment, hiring, and promotions to exert their best efforts to achieve the goals set forth in the affirmative action plan and to engage wholeheartedly in the effort to ensure a wholly nondiscriminatory process of recruiting, hiring, and promoting women, members of minority groups, qualified individuals with disabilities, and Veterans at all levels of employment throughout the City.

Any member of the public or person employed by the City who wishes to make recommendations or suggestions concerning this City Affirmative Action Program is encouraged to do so. Please address inquiries to:

City Of Grand Island, Human Resources Office
100 E First Street
PO Box 1968
Grand Island, NE 68802-1968
(308) 385-5444, ext. 199
Brenda Sutherland, PHR
Human Resources Director/Affirmative Action Officer

SECTION I

COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

It has been, and will continue to be, the policy of the City of Grand Island to be an equal opportunity employer.

In keeping with this policy, the City of Grand Island has designed and agreed to implement an Affirmative Action Program which is consistent with all the relevant Federal, State and local non-discrimination and affirmative action laws, regulations and their amendments which pertain to the legal basis for affirmative action and equal opportunity, including, but not limited to: the Fourteenth Amendment to the U. S. Constitution, the Civil Rights Acts of 1964 and 1991, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, and the Grand Island Municipal Code.

The City will continue to recruit, hire, train, and promote into all job levels the most qualified persons without regard to race, color, religion, sex, disability, national origin, ancestry, age or marital status. These and other personnel matters such as compensation, benefits, transfers, layoffs, City-sponsored training, education, tuition assistance, and social and recreational programs will continue to be administered in accordance with the applicable City of Grand Island Municipal Code, union contracts, and personnel rules.

All employment decisions are based on job related standards and must comply with the principles of equal employment opportunity.

Affirmative Action Program Objectives

I. The administration of the City of Grand Island is morally, ethically, and legally committed to a policy of fairness and equity for all employees and affirms that the City of Grand Island is obligated to provide every employee the opportunity to achieve maximum potential as an employee. To accomplish these objectives, the City of Grand Island will endeavor to:

A. Encourage and assist all persons without regard to race, color, religion, sex, disability, national origin, ancestry, age, or marital status to realize their full potential.

B. Strive to achieve realistic goals of full participation of minorities, women, and persons with a disability in all levels of employment which might reasonably be expected given the proportion of such potentially qualified persons available for a given type of job in the area's work force.

C. Comply with both the spirit and the letter of the law guaranteeing equal opportunity and freedom from discrimination in any terms or conditions of employment.

D. Continually analyze all City jobs and position classifications to identify any imbalance caused by any and all artificial barriers resulting in disproportionate classifications.

This will include amending driver's license requirements to include language such as "or the ability to provide independent transportation" where driving is not an essential function of the job.

II. The purpose of the City of Grand Island's Affirmative Action Program is to provide fair and equal employment opportunities for both employees and applicants for employment on the basis of individual merit and fitness to be ascertained through fair and practical methods of selection and promotion without regard to race, color, religion, sex, disability, national origin, ancestry, age, or marital status. It is also the purpose of the Affirmative Action Program to outline and implement procedures to effectively and fairly use the city's available human resources. The City will apply sound management and merit principles using available statistical data reflecting job market conditions and availability of persons possessing requisite skills.

All departments of the City will make a good faith effort to eliminate all disparity in the employment of minorities, women and persons with a disability. Employment parity in the City work force and in job classifications will be accomplished by ongoing review of the departments' procedures and the City's total personnel administration system. This will be done through the following components of our Affirmative Action Program:

A. Recruitment

(1) Affirmative recruitment of minorities, women, and persons with a disability for City jobs and position classifications for which they are qualified with emphasis on positions of greater responsibility;

It is the responsibility of the hiring department to participate with the Human Resources Department in attracting protected group members to the City of Grand Island's applicant pool.

B. Classification/Upward Mobility

(1) Academic experience and skill requirements shall be reviewed to ensure that such requirements do not constitute inadvertent discrimination. Where possible, equivalencies will be accepted in addition to conventional experience or education. Job qualifications shall also be reviewed to ensure consistency and to ensure they are free from bias with regard to race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

(2) Counseling and assistance will be provided to interested employees to help identify appropriate career ladders in municipal government.

C. Department Directors and Supervisors will be offered training in affirmative action procedures and equal employment policies including training which develops a bias-free work environment;

D. The City will conduct EEO-4 reports to determine if any deficiencies exist. Where under-utilization exists in City employment, the Department Director or designate, with the guidance of Human Resources, shall make good faith efforts to address the under-utilization.

E. The City will develop periodic department recruiting plans by identifying personnel requirements and objectives consistent with the Affirmative Action Program.

Designated Protected Classes

I. The City of Grand Island will attempt to keep accurate information regarding the following federally defined categories and to achieve full utilization of qualified minority group members and women in each department at all job levels.

A. Black (not Hispanic origin), African American: All persons having origins in any of the Black racial groups of Africa.

B. Hispanic/Latinos: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

C. Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

D. Indian American or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

E. Women, whether or not affected by pregnancy, childbirth, or related medical conditions, shall be treated the same for all employment-related purposes.

II. The City of Grand Island will encourage and assist all persons to comply with both the spirit and letter of the law guaranteeing equal opportunity and freedom from discrimination in the above classes as well as the following classes:

- National origin
- Persons with a disability
- Ancestry
- Marital Status: a legal condition of marriage whether married or unmarried
- Age: Persons 40 years of age or older, consistent with such age requirements as may be promulgated by law or applicable regulation

Persons with a Disability

It is the policy of the City of Grand Island to provide equal employment opportunities for all qualified applicants and employees in recruiting, hiring, placement, training, promotion, transfer, discipline, termination, compensation, and benefits. To achieve this, the City of Grand Island will take affirmative action to employ and advance in employment, qualified individuals with disabilities and will administer all personnel actions without regard to disability and base all such decisions on valid job requirements when reasonable accommodation can be made.

Individual with a disability means any person who:

Has a physical or mental impairment which substantially limits one or more of such person's major life activities; has a record of such impairment; or is regarded as having such impairment.

Qualified individual with a disability means:

An individual with a disability who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position, EXCEPT,

The terms *individual with a disability* and *qualified individual with a disability* do not include individuals currently engaging in the illegal use of drugs, when the employer acts on the basis of such use. These terms also do not include an individual who is an alcoholic whose current use of alcohol prevents such individual from performing the essential functions of the employment position such individual holds or desires or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or to the health or safety of the individual or others.

Substantially limits means:

Unable to perform a major life activity that the average person in the general population can perform; or significantly restricted as to the condition, manner, or duration under which an individual can perform a particular major life activity as compared to the condition, manner, or duration under which the average person in the general population can perform that same major life activity.

With respect to the activity of working, "substantially limits" means significantly restricted in the ability to perform either a class of jobs or a broad range of jobs in various classes as compared to the average person having comparable training, skills, and abilities. The inability to perform a single, particular job does not constitute a substantial limitation in the activity of working.

Major life activities include, but are not limited to: Functions such as caring for oneself, performing manual tasks that are of central importance to most people's daily lives, walking, seeing, hearing, speaking, breathing, and learning.

Reasonable Accommodations

1. The City of Grand Island will make reasonable accommodation to the known physical and mental limitations of an otherwise qualified individual unless the accommodation would impose an undue hardship on the operation of its business.
2. If an employee with a known disability is having significant difficulty performing his or her job, and it is reasonable to conclude that the performance problem may be related to the known disability, such employee's supervisor will confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, the City shall confidentially inquire whether the employee is in need of a reasonable accommodation, such that the employee may perform the job in accordance with those standards established by the supervisor for all employees in the same or similar position.

Review of Physical and Mental Qualifications

1. The City of Grand Island will make an ongoing effort to review the physical and mental qualifications of all City jobs to assure they are job related.
2. The City of Grand Island administers physical examinations only post offer/pre-employment. Physical examinations are not given to all applicants/employees, but rather to each applicant offered an opportunity in a particular job title.
3. Information obtained about any applicant's or employee's medical condition or history shall be collected and maintained on separate forms and in separate files. These files will be treated as confidential except as necessity and the law permit and shall not be used for any purpose inconsistent with the law.

Harassment in Employment

(Reference Personnel Rules and Regulations, October 1, 2006)

The City of Grand Island is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, or disability will not be tolerated. All men and women are to be treated equally with dignity and respect.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This form of employee misconduct undermines the integrity of the workplace and will not be tolerated. The following is a partial list of examples of sexual harassment:

- Unwelcome sexual advances – physical or verbal.
- Offering employment benefits in exchange for sexual favors.
- Making threats after a negative response to sexual advances.
- The use of derogatory comments, epithets, slurs, or jokes.

If an employee experiences or witnesses sexual or other unlawful harassment in the workplace, it should be reported immediately to his/her supervisor and the Director of Human Resources. All allegations of sexual harassment will be quickly and discreetly investigated. Any supervisor or Director who becomes aware of possible sexual or other unlawful harassment is to report it immediately to the Human Resources Director. If the Human Resources Director is not available, report to the City Attorney.

An employee shall not suffer retaliation for coming forward with a complaint of harassment. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination. Retaliation against someone that makes a complaint of harassment is strictly forbidden. Employees who feel that they have been retaliated against for coming forward with a complaint should make their supervisor and the Human Resources office aware of it immediately. Should the Human Resources Director be unable to handle the complaint, it should be forwarded to the Legal Department.

Veterans Preference Law

As between applicants whose qualifications are otherwise substantially equal, veterans shall be given preference in the matter of employment when required by Federal or Nebraska State law applicable to the City of Grand Island.

Contract Compliance

The City of Grand Island Purchasing Division will add the following statement to its website and other pertinent materials: *The City of Grand Island Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.* Instructions to bidders should include language stating the City's commitment to EEO and affirmative action.

Each successful bidder doing business with the City of Grand Island must agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, ancestry, or marital status. In the employment of persons, the bidder shall take affirmative action to ensure that applicants are employed and treated during employment without regard to race, color, religion, sex, disability, national origin, age, ancestry, or marital status.

1. Each contractor, vendor, or supplier, upon acceptance of a bid must confirm they are an equal opportunity employer.
2. The City may grant a contractor, vendor, or supplier a reasonable period of time to comply with this requirement.

3. If a contractor, vendor, or supplier is not willing to comply or the executive official of such contractor, vendor, or supplier does not wish to cooperate:

- (a) Efforts will be made by the City to determine the objections of the contractor, vendor, or supplier;
- (b) The City will then attempt to resolve these objections by negotiation and conciliation to reach a solution in conformance with the affirmative action policy of the City of Grand Island;
- (c) If objections are not resolved by such negotiations, the City will use appropriate means to encourage compliance;
- (d) If compliance is still not secured, a written notification will be sent to the executive official of such contractor, vendor, or supplier stating that until such time as the company agrees to comply, the City may debar them. The contractor, vendor, or supplier may appeal any debarment as set forth in the procurement ordinance.

SECTION II

DISSEMINATION OF EO/AA POLICY

I. Internal Dissemination

The City of Grand Island will continue to make its equal employment opportunity/affirmative action policy known internally by:

- A. Providing a copy of this policy to all city facilities either electronically or by hard copy.
- B. Having the policy approved by the Mayor and City Council by resolution.
- C. Explaining the policy in new employee orientation and management training programs.
- D. Conducting periodic meetings with management and supervisory personnel to explain the intent of the policy, the Mayor's commitment, and individual responsibilities for effective implementation.
- E. Conducting periodic meetings with non-supervisory employees to discuss the EO and AA policy, including employee responsibilities as well as the benefits available to them at management's request.
- F. The policy will be available to all employees electronically on the City's intranet website.

II. External Dissemination

The City of Grand Island will make its policy known externally by:

- A. Incorporating the equal employment opportunity clause in written leases and contracts.
- B. Informing recruiting sources of the City of Grand Island's policy and requesting that the sources actively recruit and refer women and minorities to the City for employment.
- C. Informing prospective employees of the City of Grand Island's status as an Affirmative Action and Equal Opportunity Employer.
- D. Including information regarding the City of Grand Island's Affirmative Action Program and EO policy on the City website.

SECTION III

DESIGNATION OF RESPONSIBILITY

The Human Resources Director has responsibility for equal employment opportunity compliance and for the implementation of the Affirmative Action Program and is charged with maintaining all records and implementing all recruitment and selection policies as they have been approved.

City Department Directors have the ultimate responsibility for decisions affecting progress toward achieving equal opportunity.

Duties of the Human Resources Director include:

- 1. Updating the Affirmative Action Program periodically.
- 2. Developing policy statements, affirmative action programs, and internal and external communication techniques.
- 3. Designing and implementing systems for auditing and reporting in order to measure the effectiveness of City EEO/AA programs, indicate any need for remedial action, and determine the degree to which the City's goals and objectives are being attained.
- 4. Overseeing and assisting the City's recruitment of potential job applicants, including affirmative outreach as appropriate.
- 5. Assuring that directors and supervisors of the City of Grand Island understand they are responsible for their department's employment decisions and will be held accountable for decisions that are not in accordance with City policy.

6. Assuring that the City uses only job-related criteria for hiring, promotion, transfer, training, compensation and all other employment opportunities.
7. Identifying potential problem areas and investigating and responding to potential problem areas identified by City employees.
8. Assuring the proper display of EEO posters and City EEO policy statements.
9. Assuring that facilities the City of Grand Island maintains for the use and benefit of employees are, in fact, desegregated, both in policy and in use and those facilities such as locker rooms and rest rooms are comparable for both sexes.
10. Assuring that all employees, including minority, female, and employees with disabilities, are encouraged to participate in all City-sponsored educational, training, recreational, and social activities.
11. Assuring that the City of Grand Island prohibits and prevents harassment of employees on account of race, color, religion, sex, disability, age, marital status, or national origin.
12. Serving as liaison between the City and minority organizations, women's organizations, and community action groups concerned with employment opportunities of minorities, women and persons with disabilities.
13. Assisting in the encouragement of Women's Business Enterprises, Minority Business Enterprises, and Disabled Persons' Business Enterprises to participate in the competitive process for City goods and services vendors and contractor status.
14. Keeping management informed of the latest developments in the equal opportunity area.
15. Assuring that all Directors are aware that their individual work performance is being evaluated on the basis of equal employment opportunity efforts and results, as well as other criteria.
16. Preparing, coordinating, and conducting training for City departments in the areas of equal employment opportunity, affirmative action, and the Americans with Disabilities Act.

In addition, the Human Resources Director will serve as a resource to all City of Grand Island directors and supervisors who are charged with responsibility and accountability for equal employment opportunity and implementation of established Affirmative Action Programs. In that capacity (s)he will assist departments with personnel matters having EO/AA implications, conduct oversight visits, and may establish periodic internal audit requirements for all City of Grand Island Departments.

Duties of the Department Directors include:

1. Establishing department goals and objectives and identifying problem areas.
2. Making a good faith effort to be actively involved with local minority organizations, women's organizations, and persons with disabilities organizations, community action groups and community service programs.
3. Performing periodic audits of training programs, and hiring and promotion patterns to isolate impediments to the attainment of goals and objectives.
4. Monitoring front-line supervisors and employees to assure the City's policies are being followed.
5. Reviewing the qualifications of all employees to ensure that minorities, women, and employees with disabilities are given full opportunities for hiring and promotions.
6. Providing career counseling for all employees when requested.
7. Performing periodic audits to ensure that: (a) EEO posters are properly displayed; (b) all facilities which the City maintains for the use and benefit of its employees are in fact desegregated; and (c) that any facilities are comparable for both sexes.
8. Performing the director's duties with the understanding that work performance will be evaluated on the basis of equal opportunity efforts and results, as well as other criteria, and that inadequate cooperation or obstruction of the program will be considered a serious matter and such conduct may be grounds for disciplinary action.
9. Where possible, posting open positions to the public, rather than relying on internal posting.
10. Where exceptional circumstances do not exist, extending advertisement of external job postings to be no less than two weeks to allow for adequate recruiting efforts and, where possible, using diverse advertising avenues to assist in the expansion of the potential applicant pool.
11. Where evidence of underutilization exists, making additional creative recruiting efforts to assure a diverse pool of candidates for an open position.

SECTION IV

IDENTIFICATION OF PROBLEM AREAS

PERSONNEL ACTIVITY

The City of Grand Island will review its total employment process to determine whether and where any impediments to equal employment opportunity exist based on its evaluation of personnel activity.

Applicant Flow:

The City of Grand Island does not encourage unsolicited applications. Applicants of identifiable race, ethnicity, and sex are those that either 1) voluntarily complete a self identification form; 2) are visually identified during interview; or 3) are current employees.

We believe that our review of the EEO-4 forms will provide a comparison that will give us additional information about both the accuracy of our availability estimate and the results of our good faith efforts to invite minorities and women to apply for job opportunities.

Hires, promotions and other personnel actions:

A. In order to be considered for any opportunity, a job seeker (whether internal or external) must make a timely submission expressing interest in the stated opportunity in the form required by the City of Grand Island. Each application must be completely filled out or it will not be evaluated and no employment decision will be made.

B. Application forms and examinations shall not inappropriately elicit any information concerning the political or religious opinions or affiliations or race of any applicant.

C. All appointments to positions shall be made according to *merit and fitness*. Merit and fitness may be ascertained, in part, by examinations which shall be prepared by or under the direction of the Human Resources Director and shall relate to those matters which will test fairly the capacity and fitness of candidates to discharge efficiently the duties of the positions for which examinations are held. Admittance to such examinations may be limited to regular employees in the city service when the Human Resources Director, after consultation with the department director concerned, determines that there are a sufficient number of qualified candidates to provide competition.

D. Examinations designed to establish eligible lists shall be open to all citizens of the United States, regardless of residence, registered aliens, and persons who have obtained working papers from the federal government who may be lawfully appointed to a position in the class concerned, and who appear to meet the qualifications and other requirements for the class as set forth in the vacancy announcement.

E. Promotional examinations shall be open to any employee who appears to meet the qualifications. Admission to promotional examinations may be restricted by the Human Resources Director to employees of a specific division or department when such action is in the best interest of the City.

F. The City of Grand Island performs all analyses of employment decisions on the basis of persons who sought or were considered for a specific job title or who were “tested” using the same selection device.

Advancement for one employee does not necessarily constitute a “denial” of an opportunity for any other employee such as changes which are a result of reclassifications or audits of employees whose jobs have changed as a result of reorganization, assumption of additional responsibilities or redistribution of work. Similarly, personnel activity such as reinstatement to a prior placement as a result of settlement of a grievance does not involve the selection of one job seeker and the rejection of another or others. Such personnel activities are not “opportunities”.

Terminations:

Voluntary Terminations:

There is no “pool” of persons who might choose to terminate employment voluntarily. By definition, such terminations do not involve an employer decision or “selection”. These are, therefore, not susceptible to any statistical analysis of “selection disparities”.

Involuntary Terminations:

There are a variety of reasons for which a person might leave the employment of the City of Grand Island other than by choice. There is no single “pool” of all persons who are involuntarily terminated.

While some involuntary terminations involve employer choice, some do not. For example, some employees do not return, as hoped or expected, from long term disability leave. While such termination may not be “voluntary”, they do not involve a decision by this employer. Some terminations are planned for, such as the completion of a temporary assignment or expiration of an employment contract. There is no “selection decision” involved in such circumstances. It would be erroneous to include such terminations in any statistical computation of “selection disparities”.

Terminations for cause do involve an employer decision. However, there is no “pool” of persons who are considered for termination for the various policy infractions for which a person might be discharged. For example, the only persons who are considered for termination for poor performance are those who perform poorly. (The situation is similar for violations of attendance policy, insubordination, and the vast array of lawful reasons for which an employee might be involuntarily terminated.) A disparate treatment analysis or “selection rate” cannot be computed except with similarly situated people.

There is only one kind of involuntary termination for which the City of Grand Island can do an analysis of "selection disparities": a reduction in force. Where the City must eliminate jobs, it does so by objective standards which vary according to the relevant labor contract but which decisions are made without regard to race, color, religion, sex, disability, national origin, ancestry, age, or marital status. In such circumstances we can measure any differences in selection rates to determine if there are statistical indicators of disparate treatment.

SECTION V

IDENTIFICATION OF PROBLEM AREAS

COMPENSATION SYSTEMS

The City of Grand Island performs analyses of its total employment process to determine whether impediments to equal employment opportunity exist. We have identified no disparities based on unlawful factors such as gender, race, or ethnicity.

The City of Grand Island has written pay policies and standardized pay practices outlined in the Personnel Rules and Regulations and in the negotiated contracts of each employee union.

The City of Grand Island has collective bargaining agreements with the following unions: American Federation of State, County, and Municipal Employees, Local 251 (AFSCME), Fraternal Order of Police Grand Island Lodge No. 24 (FOP), International Association of Firefighters Local 647 (IAFF), and the International Brotherhood of Electrical Workers Local 1597 (IBEW). These agreements cover working conditions for all bargaining unit employees, including pay practices and rates of pay. There are no disparities based on race, gender, or ethnicity in these practices or rates of pay.

The establishment of salary grades and the establishment of salary ranges of various breadths provide tools to the City of Grand Island to manage compensation in such a way as to attract and retain qualified employees. While it is typically more expensive for an employer to attract a new hire than to retain a current employee, these ranges provide sufficient flexibility to meet both these essential needs and produce no disparities based on unlawful considerations.

The relative position of each employee within the salary range is based on considerations such as level of performance, degree of responsibility; starting salary (which is influenced by considerations such as relevant education and experience at time of hire); length of service, contributions made or increased skills and proficiencies acquired since the last adjustment, the amount of previous salary increases and the employee's salary level as compared to that of similarly situated employees.

Many decisions affecting compensation are made by employees (e.g., whether to compete for a posted opportunity, relative qualifications for such opportunities, performance, and a decision to acquire additional education or training, etc.). Some decisions affecting compensation are made by the employer, always without regard to race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

SECTION VI

PROBLEM IDENTIFICATIONS

PERSONNEL PROCEDURES

As part of the City of Grand Island's on-going self-audit to identify problems or potential problems, we conduct analyses of the personnel procedures component of the total employment process.

I. Requisitions, Position Descriptions and Job Specifications

A. All vacancies are filled by re-employment, promotion, original appointment, transfer, or demotion. When a vacancy is to be filled other than by transfer or demotion, the department director must submit a written request to the Human Resources Director. The request must be completed and approved prior to the commencement of recruitment for any new position or for any replacement. This request should state the class title, the number of positions to be filled, and other appropriate information. In addition, desirable special qualifications for the position under consideration may be indicated... A Human Resources Specialist is assigned and is responsible for contacting the selecting department to carefully review the job specifications before posting to ensure that they are consistent with the written position description on file and are otherwise job related.

B. All position descriptions will be periodically reviewed with necessary changes made to accurately reflect current job duties. Position descriptions will establish job-related and non-discriminatory requirements.

C. The City will continue to examine its recruitment process, including requisitions, review of position specifications, solicitation and acceptance of applications from job seekers for potential impediments to equal employment opportunity.

II. Selection Procedures

A. Applicants for posted opportunities may be either internal employees or job seekers not currently employed by the City. Both are treated the same in the selection process. Both internal and external applicants are asked to submit a completed application form.

B. The assigned Human Resources Specialist reviews and screens all applications and supplementary questionnaires as they are received. All must be received or postmarked by any posted deadline in order to be evaluated. Depending on the number of qualified applicants, the Specialist may refer all or only a portion of the applications received.

C. Where appropriate or whenever required by City Code or policy, the Human Resources will oversee the creation of a list of eligible applicants for a vacancy consistent with law and the goals of this Affirmative Action Plan.

D. Hiring decisions are made according to *merit and fitness*. The selecting official does not consider information on the race, sex or ethnicity of the applicant.

III. Promotions/Transfers procedures

A. Employees of the City who are candidates for promotion will be evaluated and ranked according to merit and fitness in a manner consistent with the goals of this Affirmative Action Program.

B. Positions may be filled by lateral transfer, promotion with a change in work location, promotion without a change in work location, or even demotion consistent with the Personnel Rules, Union Contracts, and City Ordinance. Selections are made on the basis of knowledge, skills and abilities without regard to race, color, religion, sex, disability, national origin, ancestry, age, or marital status. We have determined that there are no impediments to equal opportunity in these practices.

C. Employees may also be promoted non-competitively as a result of reclassifying the position that the employee holds. It would be inappropriate to competitively recruit in these situations, as there is no real “vacancy” or opportunity for anyone but the incumbent. However, we recognize that such ad hoc transitions might operate, intentionally or unintentionally, to the advantage of one group over another. Consequently, we are especially careful to monitor these transactions to ensure there are no disparities based on race, sex or ethnicity.

The City of Grand Island has evaluated its promotion procedures to determine whether they operate as impediments to equal employment opportunity. Our promotion procedures do not discriminate on the basis of race, sex, ethnicity or other prohibited bases, and are applied in a non-discriminatory fashion.

SECTION VII

ACTION-ORIENTED PROGRAMS

These actions are individual good faith efforts intended to assure equal opportunity and to increase in the future the employment of minorities and women in the City of Grand Island workforce.

We are developing the following action-oriented programs with the intention that their proper execution will result in an increase in the minority group/female representation in the group identified, if vacancies occur, or document our good faith efforts to do so.

Personnel Procedures Action Plan:

1. The Human Resources Director will periodically reevaluate the City of Grand Island's selection processes, including the current application and supplemental questionnaire forms, to

ensure they are nondiscriminatory and with the purpose of improving accessibility to City employment for diverse applicants.

2. The City will provide personnel having any part in the selection process with anti-discrimination training.

3. The Human Resources Department will disseminate exit questionnaires to full-time employees leaving City employment for reasons other than termination.

4. The Human Resources Director will be sensitive and open to racial/ethnic groups that have been historically under represented in the City work force, women, and individuals with disabilities, in order to determine how to increase interest in City employment and improve accessibility for all people.

**Personnel Activity
Applicant Flow, Hires, Promotions, Terminations and
Other Personnel Transactions Action Plan**

1. The Human Resources Director will ensure that affirmative action efforts are a part of the performance standards for Directors and Supervisors.

2. Department Directors will review the process to be followed for each departmental job opening, the purpose of which is to encourage qualified diverse applicants.

3. The City will provide Supervisors with anti-discrimination and adversity training.

4. Department Directors will encourage minority, female, and employees with disabilities to participate in career fairs and related activities in the community.

5. City Departments will conduct reviews of the position descriptions as position vacancies occur, to assure that the description accurately reflects the position functions.

6. Those involved in the employee selection process will recognize that although all job qualifications must be based on bona fide job requirements, the following factors should be considered along with traditional requirements: related experience that may not be conventional; cultural awareness and experiences; ability to speak other languages; or overcoming adversity.

7. The Human Resources Department will establish ties with community agencies and organizations that provide employment training for individuals with disabilities.

SECTION VIII

ANALYSIS AND PLACEMENT GOALS

Workforce Analysis

The City of Grand Island has separately determined the availability of potentially qualified minorities and women. The City of Grand Island has used the most current statistical information available to derive external availability data. In an effort to estimate availability as possible, we have accessed 2000 census data for occupational classifications for our reasonable recruiting area. In determining "requisite skills," the City of Grand Island identified those Standard Occupational Classifications (SOCs) reported in the Census that were most representative of the skills required for the positions being analyzed.

Comparing Incumbency to Availability

Comparing incumbency to availability, we will make a good faith effort to close the gap in any job group having fewer women or minority full-time employees than might reasonably be expected given their availability. An appropriate measure of "reasonably expected" is statistical probability: that is, if the difference between availability and actual participation is statistically significant, the current incumbency is not "reasonably expected." To determine availability, we look not at the entire population of a given racial/ethnic group or gender, but the representation of minorities and women among those qualified or readily qualifiable for employment in a given job group in the City's workforce.

Placement Goals by Job Group

Our goal for every Job Group, whether there is a placement goal or not, and our objective for every organization unit, is to continue to take affirmative action to ensure that our employment policies and practices are, in fact, non-discriminatory.

Passed and adopted this _____ day of _____ 2007 by the Mayor and City Council of Grand Island, Nebraska.

Mayor

Attest: _____
City Clerk

RESOLUTION 2007-172

WHEREAS, the City of Grand Island currently has a formal statement about affirmative action and equal employment opportunity in its Personnel Rules; and

WHEREAS, it is appropriate to adopt an affirmative action plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the city adopt the affirmative action plan presented by the Human Resources Director and authorize and direct the Mayor to sign the same.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G24

**#2007-173 - Approving Continuation of Sanitary Sewer District
No. 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: July 24, 2007

Subject: Approving Continuation of Sanitary Sewer No. 525; Lot 8 & 9 Westwood Park Subdivision

Item #'s: G-24

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

Background

Sanitary Sewer District 525 was created by the City Council on June 12, 2007. Legal notice of the creation of the District was published in the Grand Island Independent on June 19, 2007. A letter and Frequently Asked Questions sheet was also mailed to all property owners.

Discussion

The district completed the 30-day protest period at 5:00 p.m., Thursday, July 19, 2007. Protests representing over 50% of the frontage were not filed against this District. Sanitary Sewer District 525 will be built under one construction contract with Sanitary Sewer District 523.

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 continuation of Sanitary Sewer District 525.

Sample Motion

Motion to approve the continuation of Sanitary Sewer District 525.

R E S O L U T I O N 2007-173

WHEREAS, Sanitary Sewer District No. 525, Lots 8 and 9, Westwood Park Subdivision, was created by Ordinance No. 9120 on June 12, 2007; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on July 19, 2007, and protests representing more than 50% of the total District frontage were not received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 525, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____	
July 19, 2007	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G25

**#2007-174 - Approving Bid Award for Project 2007-WWTP-2
(Installation of Final Clarifier Launder Covers)**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 24, 2007

Subject: Approving Bid Award for Project 2007-WWTP-2
Installation of Final Clarifier Launder Covers

Item #'s: G-25

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

Background

The Advertisement to Bidders for Project 2007-WWTP-2 (Installation of Final Clarifier Launder Covers at the Waste Water Treatment Plant) was published in the Grand Island Independent on June 30, 2007.

This project will install Launder Covers manufactured out of Fiberglass Reinforced Plastic (F.R.P.) on three (3) existing Final Clarifier Basins. The Launder Covers are designed to inhibit the growth of algae on the launder troughs and weirs of the clarifier basin(s) by minimizing sunlight on these surfaces.

Discussion

At 11:00 a.m. on Tuesday, July 17, 2007, two (2) bids were received, opened, and reviewed.

Bidder	Exceptions	Total Bid
A & D Millwright, Inc.	None	\$58,313.00
The Diamond Engineering Company of Grand Island, NE	None	\$59,955.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution awarding the bid to A & D Millwright, Inc. of Alda, NE and authorizing the Mayor to execute the contract.

Sample Motion

Motion to approve awarding the bid to A & D Millwright, Inc. of Alda, Nebraska in the amount of \$58,313.00 and authorize the Mayor to execute the contract.

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: July 17, 2007 at 11:00 a.m.

FOR: Installation of Final Clarifier Launder Covers – 2007-WWTP-2

DEPARTMENT: Public Works

ESTIMATE: \$60,000.00

FUND/ACCOUNT: 53030054-85213

PUBLICATION DATE: June 30, 2007

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>A & D Millwright, Inc.</u> Alda, NE	<u>The Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	AMCO Insurance Company	Universal Surety Company
Exceptions:	None	None
Bid Price:	\$58,313.00	\$59,955.00

cc: Steve Riehle, Public Works Director
Ben Thayer, WWTP Supt.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Catrina Delosh, PW Admin. Assit.
Wes Nespor, Assist. City Attorney

P1177

RESOLUTION 2007-174

WHEREAS, the City of Grand Island invited sealed bids for the installation of Final Clarifier Launder Covers-2007-WWTP-2, according to plans and specifications on file with the Public Works Department, Waste Water Treatment Plant; and

WHEREAS, on July 17, 2007, bids were received, opened and reviewed; and

WHEREAS, A&D Millwright, Inc., of Alda, 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 \$58,313.00; and

WHEREAS, A&D Millwright, 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 A&D Millwright, Inc., of Alda, Nebraska, in the amount of \$58,313.00 for the installation of Final Clarifier Launder Covers-2007-WWTP-2 is hereby approved as the lowest responsible bid.

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, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item G26

**#2007-175 - Approving Agreement with Olsson Associates for
Update to Groundwater Study**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 24, 2007

Subject: Approving Agreement with Olsson Associates for Update to Groundwater Study

Item #'s: G-26

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

Background

The issue of high water tables and water intrusion into basements has a long history in Grand Island. The affected areas are generally:

- * To the south in the Parkview, Circle Drive, West Lamar and Phoenix Areas
- *To the northwest in the Bishop, Capital, Le Heights and Western Heights Subdivisions
- *To the east in the Seedling Mile Road area
- *And to the southeast in the Phoenix Pleasant View area

The City has participated in a number of studies to address the problem.

Late 1960's

The University of Nebraska, Conservation and Survey Division completed a comprehensive study on the relationships of precipitation, water use, groundwater recovery, and their effects on groundwater storage in Hall County. A major point of discussion was the wet basements resulting from the reduced pumping in the area.

1987

Groundwater levels were pretty high so the City designed 2 dewatering districts. Neither district was actually created because of opposition from property owners that would have been included in the district.

1993

During another period of high groundwater levels, the Public Works Department designed a dewatering system to address groundwater issues in northwest Grand Island. A subsurface drainage district was created where participating homeowners would be

assessed for construction and continued operating costs. The district was protested out by a significant margin.

1994

Consulting engineering firm Lutz, Daily and Brain produced a "Historic High Groundwater Elevations" map for the city. All available ground water elevation data collected since 1935 in Grand Island were compiled and analyzed as part of this study. The purpose of the study was to provide guidance to the City regarding the highest expected groundwater elevations that are likely to be encountered in various parts of the City. The groundwater in and around Grand Island is relatively shallow; hence, it typically responds to precipitation events quickly. The study resulted in the City making changes to the building code by requiring subsurface drainage systems in new basement construction.

2000

The City entered into a joint study with the Central Platte Natural Resources District (CPNRD) to again address the issue of high groundwater. This was a comprehensive approach addressing the more problematic areas in northwest, south and east Grand Island. Test wells were installed for the study in 5 locations in Grand Island to measure the impact the test well would have on groundwater levels. The test wells continue to be managed by the CPNRD with utility costs paid by the city. Consulting engineering firm Olsson Associates prepared a detailed hydrologic model showing maximum groundwater levels. A dewatering system was designed with discharge piping to the Platte River. The project was never funded because of the significant construction cost, long term operation and maintenance costs, and the concern on the impact of area lakes.

2001

The City and the CPNRD applied for funding from the Nebraska Natural Resources Commission. The project was not funded.

Discussion

In 2007, Grand Island again saw high groundwater levels in portions of the community.

Some neighborhoods in the community have asked the city to assist with the installation of dewatering wells in their neighborhood.

If approved by the council, Olsson Associates will update the groundwater model that was developed in 2000 and present an update to the council at a future study session.

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 an agreement with Olsson Associates to update the groundwater model.

Sample Motion

Motion to approve an agreement with Olsson Associates of Grand Island, Nebraska to update the groundwater model in an amount not to exceed \$3,250.00.



LETTER AGREEMENT FOR
CONSULTING SERVICES

July 17, 2007

Steve Riehle, Public Works Director
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802

Re: **AGREEMENT FOR PROFESSIONAL SERVICES:
PRESENTATION OF GROUNDWATER MODEL
SOUTH AND NORTHWEST GRAND ISLAND
GRAND ISLAND, NEBRASKA ("PROJECT")**

It is our understanding that the City of Grand Island ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter of Agreement (hereinafter "the Agreement"). The goal set forth in this project is to update the current groundwater model of south and northwest areas of the City of Grand Island and present the groundwater model to the City Council. Client acknowledges that they have reviewed the General Provisions, which are expressly made part of and incorporated herein by this reference. In the event of any conflict or inconsistency between this Letter of Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter of Agreement shall take precedence.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information, offers to provide the services described for the Project.

The Scope of Services will include:

Basic Services:

- Olsson shall update the groundwater model created in 2000 to run on Olsson's current software. The model will show the groundwater levels and the cost-effective methods of dewatering two areas within the City of Grand Island as identified by the Central Platte NRD in the study.
- Olsson shall prepare materials for a presentation reviewing the study findings and illustrating the effects of the proposed improvements on the groundwater utilizing the groundwater model. This presentation will be given to the Grand Island City Council at a designated study session yet to be scheduled.

2. Olsson shall provide Client, all Basic Services as outlined above. Should the Client request work not described and included in the above Scope of Services, such as Additional Services, a separate purchase order or appropriate Council approval by resolution will be required.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under this Agreement promptly upon your signing.

Anticipated Start Date: August 1, 2007

Anticipated Completion Date: 30 days from notice to proceed

COMPENSATION

4. Client shall pay to Olsson for the performance of the Services the actual time of personnel performing such Services at the following professional and staff rates, and all actual reimbursable expenses not to exceed Three Thousand Two Hundred Fifty Dollars (\$3,250.00).

TERMS AND CONDITIONS OF SERVICE

5. The Agreement represents the entire understanding between Client and Olsson with respect to the Project and may only be modified in writing signed by both parties.
6. If this proposal satisfactorily sets forth your understanding of our agreement, please issue a purchase order for this Project. Retain a copy of this agreement for your files and return the remaining copies to Olsson.

OLSSON ASSOCIATES

By 
Kevin L. Prior, Vice President

If you are in agreement with the preceding proposal,
please sign below:

CITY OF GRAND ISLAND "Client"

Margaret Hornady, Mayor

Date _____

Approved as to Form:

Grand Island City Attorney

Attest: _____
RaNae Edwards, City Clerk

GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated July 17, 2007, between the City of Grand Island, Grand Island, Nebraska (CLIENT) and Olsson Associates (Olsson) for professional services in connection with the presentation of groundwater model south and northwest Grand Island, Nebraska (hereinafter called the "Project").

SECTION 1—OLSSON'S BASIC SERVICES

See Letter Agreement attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If CLIENT and Olsson mutually agree to perform any of the following Additional Services, CLIENT will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by CLIENT where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by CLIENT for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to

arrange for performance by persons other than the prime contractor and those services necessary to administer CLIENT's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting CLIENT with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. CLIENT shall provide all criteria and full information as to CLIENT's requirements for the Project; designate and identify in writing a person to act with authority on CLIENT's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever CLIENT observes or otherwise becomes aware of any defect in the work.

3.2 If CLIENT fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to CLIENT, suspend services to CLIENT under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the CLIENT of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 CLIENT shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 CLIENT shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 CLIENT shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, CLIENT shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants, i.e. WTI, directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows: (*Revised per City of Grand Island Attorney.*)

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.485/mile*
Suburbans and Pick-Ups	\$0.60/mile
Duplication	
In-house	Actual Cost
Outside	Actual Cost
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost
Telephone and	
Fax Transmissions	Actual Cost
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost
Subconsultants	Actual Cost

* IRS Standard Mileage Rate (Subject to Change)

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the CLIENT or the CLIENT's contractors of

any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the CLIENT nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the CLIENT's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of construction to permit Olsson, as an experienced and qualified professional, to determine that the Work when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the CLIENT shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The CLIENT may terminate this Agreement for the CLIENT's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the CLIENT shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to CLIENT for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation (*Omitted per City of Grand Island Attorney.*)

~~6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.~~

~~6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.~~

~~6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.~~

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain

copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by CLIENT and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the CLIENT agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the CLIENT. The information contained in any electronic file is provided for the convenience to the CLIENT and is provided in "as is" condition. The CLIENT is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be CLIENT's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the CLIENT. CLIENT shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with

the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Olsson. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska.

7.4.2 Any legal action between Olsson and CLIENT arising out of this AGREEMENT shall be brought in a court of competent jurisdiction located in Lancaster County, Nebraska.

7.5 Subconsultants *(Revised per City of Grand Island Attorney.)*

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement. *WTI is the only approved subconsultant for this project.*

7.6 Assignment

7.6.1 CLIENT and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of CLIENT and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither CLIENT nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages *(Omitted per City of Grand Island Attorney.)*

~~Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.~~

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the CLIENT and Olsson.

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RESOLUTION 2007-175

WHEREAS, in 2000, the City of Grand Island entered into a joint study with the Central Platte Natural Resources District (CPNRD) to address the issue of high groundwater; and

WHEREAS, in 2000, Olsson Associates of Grand Island, Nebraska, a consulting engineering firm, prepared a detailed hydrologic model showing maximum groundwater levels; and

WHEREAS, several neighborhoods in the community have requested assistance with the installation of dewatering wells; and

WHEREAS, it would be in the best interests of the city to enter into an agreement with Olsson Associates to update the groundwater model prepared in 2000 with a presentation to council at a future study session.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Olsson Associates to update the 2000 groundwater model is hereby approved with a presentation to the City Council at a future study session. Such update and presentation shall be billed at actual hourly expense not to exceed \$3,250.00.

IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute an agreement for such services with a maximum amount of \$3,250.00, on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2007	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item I1

#2007-176 - Consideration of Changes to the City Health Insurance Plan to Include Wellness Package

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: July 24, 2007

Subject: Changes to City Health Insurance Plan

Item #'s: I-1

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City Of Grand Island offers a benefit package for all of its employees that work at least thirty hours per week. This package includes health and dental insurance. The City currently has over five hundred employees that take advantage of this benefit. Last year, the City went out for an RFP to solicit proposals for its health and dental benefit. Mutual of Omaha had the successful proposal. The first contract year will be ending on September 30, 2007. With the start of a new plan year just around the corner, administration, along with the assistance of the health insurance committee have reviewed the current contract and have come up with recommendations for changes for the next plan year. The health insurance committee consists of representation from each of the labor unions, members of the non-union group and management.

Discussion

The health insurance committee has reviewed this year's claim activity and also the administrative expenses that are contracted for next year. With the current level of claim activity the committee is recommending the following changes be made to the City's health plan:

Move deductibles: In network from \$200/\$400 to \$300/\$600
Out of network from \$400/\$800 to \$600/1200

Move out-of-pocket: In network from \$1200/2400 to \$1300/2600
Out of network from \$1900/\$3800 to \$2100/4200

Change the co-pays for prescription drugs from \$15/\$20/\$35 to \$15/\$25/\$40. A fourth tier would also be added for specialty drugs with a \$50 co-pay.

Employees will have premiums deducted from their paychecks each of the 26 pay periods instead of 24 pay periods.

There are currently four different levels of coverage and the recommendation would be to move to three levels – single, 2/4, and family.

The total monthly premium would increase by 10% and the employees share would be increased to 15% for all three levels of coverage. Following are the monthly premiums for the three levels of coverage: Single - \$409.54, 2/4 – 864.16, and Family - \$1264.88. The employee's share of the premium would be based on the amount noted above unless a labor contract would specify otherwise.

Infertility coverage would change from six courses of treatment to three courses of treatment.

The final change that is being recommended for consideration is the addition of a formal wellness plan. When the City chose Mutual of Omaha to administer its health plan one of the real selling points was the wellness package that they offered. At the time we contracted with Mutual to administer our health plan we were not ready to jump in to a wellness program and wanted to do more research and talk as a committee before moving forward. A year has passed and the committee is ready to move forward with its recommendation to add the wellness package to our plan.

The plan being proposed is called myhealthIQ. This company contracts with Mutual of Omaha to provide the expertise and administration of the plan. This plan will provide for health risk assessments that will come from medical history and current conditions, biometric measurements (height, weight, resting blood pressure, and body mass index), and a series of blood tests that will include cholesterol, serum cotinine, full lipids, glucose, triglycerides, GGT, and 12 additional vital organ tests.

Testing will be done at various worksites so that it is convenient. The City will not get an employee's personal results. Instead, the City will get statistics about the level of wellness for the overall group. This information can then be used for targeted education and training. Employees that choose to participate in the wellness program will see a \$35 per month reduction in their health insurance premium.

The cost for this service will be \$100 per year per employee on our health care plan. Administration is proposing the addition of the wellness plan in an effort to hedge the higher cost of illness that is not detected early or possibly circumvented due to early detection. Studies have shown time and again that a dollar spent in prevention saves at least four dollars for treatment after the illness has gained a foot hold. Administration is proposing moving to a real philosophy of "health care" instead of the current system which is really "sick care". We are paying the bills on the backend which are more costly instead of spending money up front to prevent more serious situations.

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 proposed changes to the City's health care plan including the addition of the wellness program.

Sample Motion

Motion to approve changes to the City's health care plan.

**ADMINISTRATIVE SERVICES AGREEMENT
FOR HEALTH SCREENING AND SUPPORT SERVICES**

THIS ADMINISTRATIVE SERVICES AGREEMENT FOR HEALTH SCREENING AND SUPPORT SERVICES (this "Agreement") is made and entered into as of the 1st day of October 2007 (the "Effective Date"), by and between City of Grand Island, ("Customer") and United of Omaha Life Insurance Company ("Company").

- A. Customer desires to obtain certain health screening and support services for certain of its employees who elect to have such services, including employees (and their dependents) covered under a health benefits plan sponsored by Customer and underwritten or administered by Company, as applicable, and employees who are not enrolled in Customer's health plan.
- B. Company shall provide a program of health screening and support services to Customer called the myhealthIQ Program.
- C. Capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A of this Agreement.

In consideration of the mutual covenants and obligations set forth below, the Parties hereby agree as follows:

I. PROVISION OF SERVICES BY COMPANY. The parties hereto understand that Company has the right to use a subcontractor to perform any and all services under this Agreement. Company agrees to provide the myhealthIQ Program to Members, as set forth more fully on Exhibit B, which is hereby incorporated into this Agreement. Company shall begin providing the myhealthIQ Program as of the Effective Date. Company and its subcontractor shall have the right to use the outcome and results from the myhealthIQ Program under this Agreement for their general marketing purposes in a manner that does not identify Customer, its Eligible Persons and/or Members. References to Company herein shall include its subcontractor, when applicable.

II. OBLIGATIONS OF CUSTOMER. During the term of this Agreement, Customer agrees to the following:

- (a) Make available the myhealthIQ Program to its employees.
- (b) Provide to Company the data listed on Exhibit B for each Eligible Person at least forty-five (45) days in advance of the first Health Screening Event.
- (c) Implement a financial incentive to participate in the myhealthIQ Program of at least \$30 per month premium contribution differential between a Member's cost for coverage under the health benefits plan and a Non-Member's cost for coverage under the health benefits plan, provided such premium contribution differential complies with the requirements of the Wellness Program Exception. If such premium contribution differential does not comply with the requirements of the

Wellness Program Exception, Customer shall implement a financial incentive arrangement, mutually acceptable to Customer and Company, that encourages Eligible Persons to participate in the myhealthIQ Program.

- (d) Provide Eligible Persons with program materials describing the myhealthIQ Program and any financial incentive arrangement sponsored by Customer related to participation in the myhealthIQ Program.
- (e) Distribute myhealthIQ's Health Risk Assessment Forms (HRAs) to Eligible Persons participating in the myhealthIQ Program at or prior to their Health Screen.
- (f) Schedule each Eligible Person to attend a Health Screening Event and provide such Health Screening Schedule to Company at least ten (10) days in advance of such Health Screening Event.
- (g) Provide Company with an appropriate, accessible and safe setting at Customer's work site adequate for the purpose of conducting Health Screens of Eligible Persons who desire to participate in the myhealthIQ Program.
- (h) Encourage each Member to complete all actions necessary for Company to generate a myhealthIQ Personal Health Report.
- (i) Designate one or more appropriate representatives to serve as a liaison to Company and to be available during normal business hours to respond to inquiries from Company.
- (j) Make no material changes to the structure or implementation of the myhealthIQ Program without the prior written consent of Company so as to maintain its qualification for the Wellness Program Exception.
- (k) Customer shall not use Company's name, symbols, trademarks or service marks, without the prior written consent of Company.

III. ENGAGEMENTS; PAYMENTS TO COMPANY.

- (a) When Customer elects to receive the myhealthIQ Program, Customer will provide the necessary information for Company to complete the Notification of Sale form, which is substantially the same form as the Notification of Sale attached hereto as Exhibit C ("Notification of Sale").
- (b) Upon completion of the Notification of Sale by Customer and receipt by Company, Company will commence services and Company shall be compensated for any services it delivers, even if this Agreement is not executed between Company and the Customer.

- (c) In consideration of the services rendered by Company under this Agreement for Customer, Customer shall pay the fees set forth in Exhibit D. Customer shall pay the fees in the manner determined by Company.

IV. **INDEPENDENT RELATIONSHIP.** Notwithstanding any other provisions hereof, in the performance of their obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party, and neither party shall have or exercise any control or direction over the method by which the other party shall perform such work or render or perform such services and functions. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents, servants or employees) pursuant to the terms and conditions of this Agreement shall be construed to make or render such party (or any of its agents, servants or employees) an agent, servant, representative or employee of, or joint venturer with, such other party.

V. **COMMUNICATIONS.** Certain information communicated by an Eligible Person participating in the myhealthIQ Program may constitute Protected Health Information. It is the parties' intent that all information exchanged pursuant to the myhealthIQ Program be compliant with the privacy and security regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other applicable laws and be consistent with any representations to Eligible Persons or Members concerning confidentiality of information. The parties agree as follows:

- (a) Except as specified in Exhibit B of this Agreement with respect to reports related to myhealthIQ Program participation, neither Company nor its subcontractor, as applicable, shall disclose to Customer Confidential Personal Information, as defined in Section VI hereof, including Personal myhealthIQ Data. No Confidential Personal Information, including Personal myhealthIQ Data, will be disclosed by Company to Customer unless such disclosure is permitted by law.
- (b) Company will cooperate with Customer with regard to making selected Personal myhealthIQ Data from Members' myhealthIQ Personal Health Reports available (through a file transfer protocol) to other providers of healthcare related services and employee assistance programs designated by Customer, provided that any disclosures are permitted by applicable law.
- (c) Company may condition any disclosures of Personal myhealthIQ Data to Customer or other parties upon the receipt of written instructions from Customer and representations deemed sufficient by Company that such disclosure complies with all applicable laws, including, but not limited to, the privacy and security regulations implementing HIPAA.

VI. **CONFIDENTIALITY.**

- (a) **Definitions.** For purposes of this Section VI, the following terms have the following meanings. Any singular word shall include any plural of the same

word. Except as otherwise defined, any and all capitalized terms in this section shall have the definitions set forth in the Privacy and Security Rules.

- (i) “*Confidential Business Information*” means all written information, including, without limitation, any information included on tapes, diskettes or other computer-generated materials, that either party to this Agreement or its Representatives supplies to another party to this Agreement or its Representatives. Further, Confidential Business Information shall include all oral information disclosed by either party to this Agreement or its Representatives to another party to this Agreement or its Representatives. Confidential Business Information shall not include any information which (1) was lawfully available to the public prior to the time of such disclosure, (2) becomes available to the public as a result of actions by persons or entities other than the receiving party or its Representatives, (3) was obtained by the receiving party or its Representatives, either prior or subsequent to disclosure, from a third party not known to be under any obligation of confidentiality to the supplying party, (4) is presently known or becomes known to the other party from its own independent sources as evidenced by its written records, (5) was independently developed by or for a party hereto by persons who did not access Confidential Business Information disclosed by the other party under this Agreement, (6) is required by securities laws or exchange listing requirements to be disclosed by the receiving party, or (7) is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed by the receiving party; provided, however, that such receiving party gives the other party hereto sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Confidential Business Information and thereafter discloses only the information required to be disclosed in order to comply.
- (ii) “*Confidential Information*” means Confidential Business Information and Confidential Personal Information.
- (iii) “*Confidential Personal Information*” means all individually identifiable personal information relating to any employee of Customer or dependent of said employee (1) covered under any health plan sponsored by Customer, or (2) participating in the myhealthIQ Program, including, but not limited to, demographic, medical and financial information, such as name, age, sex, address, social security number, past or present physical and mental health condition and treatment, debt status or history, income and other similar individually identifiable personal information. The term “Confidential Personal Information” includes, but is not limited to, Protected Health Information.
- (iv) “*Individual*” has the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (v) “*Privacy and Security Rules*” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, and the Security Standards at 45 CFR part 160, part 162 and part 164, as may be amended from time to time.
- (vi) “*Protected Health Information*” shall have the same meaning as that assigned in the Privacy and Security Rules, limited to the information created or received by Company from or on behalf of Customer.
- (vii) “*Representative*” shall mean all officers, directors, employees, agents, professional advisors, subcontractors, consultants, representatives and affiliates of either party.
- (viii) “*Required by Law*” has the same meaning as the term “required by law” in 45 CFR 164.103.
- (ix) “*Secretary*” means the Secretary of the Department of Health and Human Services or its designee.

(b) **Confidential Business Information.**

- (i) ***Confidentiality Agreement.*** Each party agrees to retain all Confidential Business Information in confidence and will not use or disclose Confidential Business Information to others except, if not otherwise prohibited under this Agreement, to the party’s Representatives, for purposes related to party’s performance of its obligations hereunder; provided the Representative is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby. Each party will be responsible to the other party for a breach of confidentiality by its Representatives.
- (ii) ***Return of Confidential Business Information.*** Upon termination of this Agreement, each party will promptly return or destroy all Confidential Business Information as directed in writing by the other party. Upon written request of the other party, the destruction or return of such information shall be confirmed in writing. If the parties agree that the return or destruction of all Confidential Business Information it has relating to the other party is infeasible, the parties shall extend the protections of this Agreement to all Confidential Business Information and limit its further use and disclosure to the purposes that make return or destruction infeasible.

(c) **Confidential Personal Information.** Except for Protected Health Information, which is governed by subsection (d) below, all Confidential Personal Information shall be deemed confidential, with or without designation as such by the parties, and shall be treated in the same manner as Confidential Business Information, described above in subsection (b).

(d) **Protected Health Information.**

(i) ***Confidentiality of Protected Health Information.*** Throughout the term of this Agreement, Company agrees to protect the confidentiality of Protected Health Information as follows:

- (1) Refrain from any use or further disclosure of Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Company shall take reasonable action(s) requested by Customer to mitigate any unauthorized use or disclosure.
- (2) Use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Additionally, Company agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Customer.
- (3) Report to Customer any use or disclosure of Protected Health Information that is not permitted by this Agreement or any successful security incident (as defined in 45 CFR 164.304) of which Company becomes aware. Company shall report any security incident that is attempted but not successful of which it becomes aware only upon receipt of a written request from Customer.
- (4) Ensure that any Representative to whom it provides Protected Health Information agrees to the same restrictions and conditions set forth in this Agreement.
- (5) Provide access to Protected Health Information to Customer in order to meet the requirements under 45 CFR 164.524. (This provision shall have no effect if Company does not have Protected Health Information in a designated record set.)
- (6) Make any amendment(s) to Protected Health Information in a designated record set pursuant to 45 CFR 164.526. (This provision shall have no effect if Company does not have Protected Health Information in a designated record set.).
- (7) Make available to Customer the information required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (8) Make its internal practices, books, and records, including policies, procedures and Protected Health Information, relating to the use

and disclosure of Protected Health Information available to the Secretary or their designee, in a time and manner designated by Customer or the Secretary for purposes of determining Customer's compliance with the Privacy and Security Rules.

- (ii) ***Permitted Uses and Disclosures.*** Except as otherwise limited in this Agreement, Company may:
 - (1) Use or disclose Protected Health Information to perform functions, activities, or services as specified in this Agreement for, or on behalf of, Customer, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Customer.
 - (2) Use or disclose Protected Health Information to carry out its legal responsibilities.
 - (3) Use or disclose Protected Health Information for the proper management and administration of Company, provided that the uses or disclosures are Required by Law, or Company obtains reasonable assurance from the entity or person to whom the information is disclosed that it will remain confidential and be used or disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity.
 - (4) Use or disclose Protected Health Information as otherwise requested in writing by Customer, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Customer.
 - (5) Use or disclose information that has been de-identified in accordance with the Privacy and Security Rules' standards in any manner permitted by applicable law.
- (iii) ***Obligations of Customer.*** Customer shall ensure that all necessary or required consents or authorizations are obtained from, and all necessary or required notices are sent to, Individuals regarding the use and disclosure of Protected Health Information as may be necessary, in light of applicable state and federal laws, for the parties to fulfill their obligations under this Agreement. In addition, Customer agrees to promptly notify Company of and consult with Company prior to agreeing to, pursuant to 45 CFR 164.522, any restriction or confidential communication request that would affect Company.
- (iv) ***Permissible Requests by Customer.*** Customer shall not request Company to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Customer.

- (v) **Effect of Termination.** Upon termination or expiration of this Agreement, for any reason, if the parties hereby agree that returning, de-identifying in accordance with the Privacy and Security Rules or destroying the Protected Health Information is infeasible, Company shall extend the protections of this Agreement to the Protected Health Information and limit further uses and disclosures of the Protected Health Information to those purposes that make the return, de-identification or destruction infeasible, for so long as Company maintains the Protected Health Information.
- (e) **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996.
- (f) **Compliance with Laws.** Both parties shall comply with its obligations under this Agreement and under any applicable state or federal law or regulations as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use and disclosure of Confidential Information.
- (g) **Material Obligation/Survival.** Each obligation contained in this Agreement pertaining to the confidentiality, use or disclosure of Confidential Information is deemed to be a material obligation of each party hereunder. The respective rights and obligations of the parties under this Section VI shall survive termination of this Agreement.

VII. EFFECTIVE DATE, TERM, RENEWAL AND TERMINATION.

- (a) **Effective Date; Term.** This Agreement shall be effective as of the Effective Date and shall continue for one (1) year from the Effective Date (the "Initial Term"), unless otherwise terminated pursuant to the terms hereof.
- (b) **Renewal Terms.** This Agreement shall automatically renew for additional successive one (1) year terms after the Initial Term (a "Renewal Term") on the same terms, conditions and provisions as contained herein, together with any authorized and approved amendments hereto, unless either party gives written notice to the other party of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the then current term.
- (c) **General Termination Provisions.** This Agreement may be terminated as follows:
 - (i) By mutual written consent of the parties; or
 - (ii) Upon ninety (90) days' advance written notice by either party.
- (d) **Termination for Material Breach.** Either Customer or Company may terminate this Agreement by providing the other party with a minimum of sixty (60) days'

prior written notice in the event the other party commits a Material Breach (as defined below). Said notice must specify the nature of such Material Breach. The breaching party shall have thirty (30) days from the date of receipt of the foregoing notice to cure said Material Breach. In the event the breaching party fails to cure the Material Breach within said thirty (30) day period, this Agreement shall automatically terminate upon expiration of the sixty (60) day notice period. For purposes of this Agreement, the term "Material Breach" shall mean a breach of an essential term of this Agreement, not caused by or contributed to by the aggrieved party.

(e) **Automatic Termination.** This Agreement may be terminated as follows:

- (i) If either party to this Agreement becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due; or either party applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for such party or any property of such party, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for either party or for a substantial part of the property of such party and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding is commenced in respect of either party, and if such case or proceeding is not commenced by such party, it is consented to or acquiesced in by such party or remains for sixty (60) days undismissed; or either party takes any action to authorize, or in furtherance of, any of the foregoing.
- (ii) If legislation is enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuation of this Agreement or such law or court interpretation so adversely affects the business of Company or Customer that Company and/or Customer determine they can no longer continue conducting business under this Agreement as presently contemplated.
- (iii) If Company or Customer is found guilty of a serious criminal offense or is found liable for gross misconduct, fraud or dishonesty related to this Agreement as finally determined and adjudicated by a court of competent jurisdiction.
- (iv) Upon termination of Customer's health benefits plan underwritten or administered by Company, whichever is applicable.

Any party to this Agreement shall promptly notify the other party in writing of any event giving rise to automatic termination under this subsection (e), provided that failure to give such notice shall not prevent this Agreement from automatically terminating upon the occurrence of such event.

In the event this Agreement terminates or expires for any reason, Company shall discontinue providing services to Customer and the terms and provisions of this Agreement, including, but not limited to, Customer's obligation to pay Company as provided under Exhibit B, shall continue for services rendered by Company. This Section shall survive termination or expiration of this Agreement.

VIII. INDEMNIFICATION.

- (a) Customer hereby agrees to indemnify, defend and hold harmless Company and/or its subcontractor, their officers, directors, employees, agents and affiliates, from and against any loss, cost, damage, expense or other liability, including, without limitation, all reasonable costs and attorneys' fees, actually incurred and finally determined and either (i) adjudicated by a court of competent jurisdiction or (ii) determined to have arisen out of, or in connection with, acts or omissions of Customer, its officers, directors, employees and agents, in the performance of its obligations under this Agreement.
- (b) Company agrees to indemnify, defend and hold harmless Customer, its officers, directors, employees, agents, subcontractors and affiliates, from and against any loss, cost, damage, expense or other liability, including, without limitation, all reasonable costs and attorneys' fees, actually incurred and finally determined and adjudicated by a court of competent jurisdiction, to have arisen out of or in connection with the acts or omissions of Company, their officers, directors employees and agents, in the performance of their obligations under this Agreement.
- (c) An indemnitee entitled to indemnification under this Section VIII shall give notice to the indemnitor of a claim or other circumstances likely to give rise to a request for indemnification promptly after the indemnitee becomes aware of the same. No compromise or settlement of any such claim shall be made without the prior written consent of the indemnitee.
- (d) Customer and Company agree to make all reasonable efforts, consistent with the advice of counsel and the requirements of applicable insurance policies and carriers, to coordinate the defense of all claims in which both parties are either a named defendant or have a substantial possibility of being a named defendant and have interests that are not in conflict. Each party shall promptly notify the other party of the receipt of any actual or threatened claim relating to this Agreement.
- (e) Notwithstanding any provision in this Agreement to the contrary, no party shall seek indemnification from another party to this Agreement for any liability or potential liability related to any illness, injury, or death of a Member who meets the Telephone Alert Criteria (as defined on Exhibit A) but is not contacted by telephone or otherwise, regardless of the reason.

IX. GENERAL PROVISIONS.

- (a) **Amendment.** This Agreement may be amended at any time during the term of the Agreement by mutual consent in writing of duly authorized representatives of the parties; provided, however, that any change (including any addition and/or deletion) to any provision or provisions of this Agreement that is required by duly enacted federal or state legislation, or by a regulation or rule finally issued by a regulatory agency pursuant to such legislation, rule or regulation (including, without limitation, any final regulations issued with regard to the Wellness Program Exception), will be deemed to be part of this Agreement without further action required to be taken by either party to amend this Agreement to effect such change or changes, for as long as such legislation, regulation or rule is in effect; provided that, without limiting the effect of the foregoing, if such amendment adversely affects either party, the parties agree to renegotiate the affected portion of the Agreement in a good faith effort to remedy the adverse effect.
- (b) **Assignment.** Neither party may assign this Agreement to a third party without the express written approval of a duly authorized representative of the other party, and any such attempted assignment shall be void; provided, however, that either party expressly reserves the right to assign any and all of its rights hereunder to an affiliate or wholly-owned subsidiary, provided that such party shall notify the other party of any such assignment in writing at least thirty (30) days prior thereto.
- (c) **Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska, without regard to its conflicts of law rules.
- (d) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.
- (e) **Enforceability.** In the event any provision of this Agreement is rendered invalid or unenforceable by a federal or state legislative action or judicial decision, the remainder of the provisions of this Agreement shall remain in full force and effect, unless the invalidated or unenforceable provision is material to the overall intent of the Agreement.
- (f) **Entire Agreement.** This Agreement, which shall be deemed to include all attachments, amendments, exhibits, addenda and schedules, contains the entire agreement between the parties. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force or effect.
- (g) **Limitations on Liability.** Although this Agreement contemplates services for Eligible Persons, the parties reserve the right to amend or terminate this Agreement without notice to, or the consent of, any Eligible Person. No persons or entities other than Company and Customer are intended to be, or are in fact, beneficiaries of this Agreement, and the existence of the Agreement shall not in

any respect whatsoever increase the rights of any Member or other third party, or create any rights on behalf of any Member or other third party *vis-à-vis* any of the parties.

- (h) **Corporate Authority.** Company represents and warrants to Customer that it has the corporate power and corporate authority to execute this Agreement and that this Agreement, when executed, will be a valid and binding obligation of Company, enforceable in accordance with its terms. Customer represents and warrants to Company that it has the corporate power and corporate authority to execute this Agreement and that this Agreement, when executed, will be a valid and binding obligation of Customer, enforceable in accordance with its terms.
- (i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together comprise one and the same instrument.
- (j) **Attorneys' Fees; Enforcement Costs.** If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and other reasonable expenses incurred in connection with maintaining or defending such proceeding, in addition to any other relief to which such party or parties may be entitled.
- (k) **Waiver of Breach.** The waiver by a party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.
- (l) **Force Majeure.** Either party shall be excused from the performance of any of its obligations hereunder and such party's nonperformance shall not be a default or grounds for termination of this Agreement to the extent that such party is prevented, hindered or delayed from performing any of its obligations, in whole or in part, as a result of an act of God, war, terrorism, bio-terrorism, epidemic, civil disturbance, court order, regulatory order, labor dispute or other cause beyond that party's control.

- X. **NOTICES.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent (by certified or registered mail, return receipt requested, or by federal express or other overnight mail delivery for which evidence of delivery is obtained by the sender) to the address or addresses set forth below unless the sender has been otherwise instructed in writing or unless otherwise provided by law. The notice shall be deemed to be effective on the date indicated on the return receipt or, if no date is so indicated, then on the date of the notice.

To Customer: City of Grand Island
 100 East 1st Street
 Grand Island, NE 68802
 Attention: Tami Herald

To Company: S-3 Group Health Management Services
Mutual of Omaha Plaza
Omaha, NE 68175
Attn: Vice President of Care Services

3-Law Operation
Mutual of Omaha Plaza
Omaha, NE 68175
Attn: General Counsel

IN WITNESS WHEREOF, by placing their duly authorized signatures below, the parties hereby execute this Agreement as of the Effective Date and agree to be bound by its terms.

CITY OF GRAND ISLAND

**UNITED OF OMAHA LIFE
INSURANCE COMPANY**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

DEFINITIONS

1. “*Eligible Person*” means an employee of Customer who is permitted by Customer to participate in the myhealthIQ Program. Individuals who are not permitted by Customer to participate in the myhealthIQ Program are not considered “Eligible Persons” as defined herein. Customer shall not restrict the eligibility of an individual unless such eligibility restriction is based on an employment-based classification permitted under the Wellness Program Exception.
2. “*Health Risk Assessment Form (HRA)*” means the proprietary questionnaire which is available to Eligible Persons through a web portal and available as a printed form provided by Company to Customer and distributed to Eligible Persons by Customer.
3. “*Health Screen*” means a health screen of an Eligible Person pursuant to the myhealthIQ Program that is provided or arranged by Company and which involves the collection of a blood sample and a biometric examination that includes measurement of the Eligible Person’s blood pressure, weight, height, and other vital statistics.
4. “*Health Screening Event*” means the designated place, date, and times arranged by Company and Customer on which Health Screens are provided to a Member by the examiner(s) pursuant to the myhealthIQ program.
5. “*Health Screening Schedule*” means the schedule listing the name of each Eligible Person and the designated date and time that each Eligible Person is scheduled for a Health Screening Event.
6. “*Health Screening Site*” means Customer’s work site or other location mutually acceptable to Company and Customer where a Health Screen is administered.
7. “*Incentive-Eligible Member*” means a Member who qualifies under Customer’s Incentive Program as described in Exhibit B to receive a financial incentive from Customer.
8. “*Incentive-Ineligible Member*” means a Member who does not qualify to receive an incentive under the Incentive Program.
9. “*Incentive Program*” means a health and wellness incentive program, as described in Exhibit B, offered by Customer, whereby certain Members may be eligible to receive a discount in their health care premium payments, or receive other similar incentive compensation permitted by law.
10. “*Individual Screening*” means an individual Health Screen that is scheduled for a Member at a time or place other than Health Screening Event.
11. “*Member*” means an Eligible Person who has chosen to participate in the myhealthIQ Program, prior to the Participation Deadline, and who (a) undergoes a Health Screen, and

- (b) submits a completed HRA to Company with sufficient identifying data to permit Company to match accurately the HRA to an Eligible Person.
12. *“myhealthIQ Personal Health Report”* means the customized personal health report described in Exhibit B prepared by Company for each Member who has completed all of the following: (a) a Health Screen, from which the blood test results and biometric measurements shall have been submitted to Company with sufficient identifying data to permit Company to match such data accurately to the Member, (b) an HRA, which shall have been submitted to Company with sufficient identifying data to permit Company to match accurately the HRA to the Member, and (c) all consent forms required by Company and Customer in connection with participation in the myhealthIQ Program. Company cannot prepare a myhealthIQ Personal Health Report (including a myhealthIQ Score) for any Member who has completed some, but not all, of the foregoing requirements.
 13. *“myhealthIQ Program”* means the proprietary program for providing health risk management and population health screening and support services as described in Exhibit B.
 14. *“myhealthIQ Score”* means the score between 0 and 100 that is assigned to each Member in the Member’s myhealthIQ Personal Health Report using Company’ or its subcontractor’s proprietary health risk assessment system, and which is based on the results of the Member’s Health Screen.
 15. *“Non-Member”* means any Eligible Person who has not become a Member on or before the Participation Deadline.
 16. *“Off-Line Member”* means a Member for whom a valid e-mail address has not been provided by Customer as required by Section 3 of Exhibit B or a Member who chooses not to complete the HRA on-line.
 17. *“Participation”* means the number of Members divided by the number of Eligible Persons.
 18. *“Participation Deadline”* means, for a particular Eligible Person, the date that is thirty (30) days following the Health Screen conducted at the Health Screening Site to which an Eligible Person or a Member, as applicable, is assigned.
 19. *“Patient Compliance Certification (PCC)”* means a specific form provided by Company to Customer for distribution to Eligible Persons. For purposes of the Incentive Program, a PCC signed by an Eligible Person’s physician and returned to Company prior to the Participation Deadline shall serve as a substitute for such Member’s attainment of any myhealthIQ Score that is required for the Member to be Incentive-Eligible.
 20. *“Personal myhealthIQ Data”* means (a) the contents of any Member’s HRA; (b) the results of any Member’s Health Screen; (c) the Member’s myhealthIQ Score; (d) the reason that any Member is Incentive-Eligible (whether because of the myhealthIQ Score, score improvement, or PCC); (e) the reason that any Member is Incentive-Ineligible

(whether because of a failure to improve the myhealthIQ Score or non-participation); and
(f) any other information considered to be Protected Health Information.

21. “*Telephone Alert Criteria*” means the criteria developed by Company which, based on a Member’s Personal myhealthIQ Score, may prompt an outbound telephone call to the Member recommending that the Member consult his/her physician.
22. “*Wellness Program Exception*” means the wellness program exception to Section 702 of the Employee Retirement Income Security Act of 1974 and Section 2702 of the Public Health Service Act, as amended by HIPAA.

EXHIBIT B

MYHEALTHIQ PROGRAM

1. **Company's Protocol for the myhealthIQ Program.**

- (a) **Implementation Process.** Upon completion of the Notification of Sale form, Company will begin the implementation process of the myhealthIQ Program for Customer by performing the following duties:
- (i) Schedule the launch meeting with Customer to review expectations.
 - (ii) Provide myhealthIQ implementation materials to Customer.
 - (iii) Conduct webcast training with Customer.
 - (iv) Support Customer to complete the following:
 - (1) Coordinate schedules for Health Screening Events with Company;
 - (2) Distribute the program materials to Eligible Persons;
 - (3) Coordinate and organize Health Screening Site(s);
 - (4) Monitor receipt of all materials from the Health Screening Event(s); and
 - (5) Manage Health Screening Events according to implementation plan.
- (b) **Incentive Design.** Company will assist Customer in the development of an Incentive Program as described in Section II(c) of the Agreement to encourage participation by Eligible Persons and reduce health risks. Company recommends that each Member who receives a myhealthIQ Personal Health Report, regardless of his or her myhealthIQ Score, shall be an Incentive-Eligible Member in the first year that he or she participates in the myhealthIQ Program. After the first year of participation, Company recommends that each Member who receives a myhealthIQ Personal Health Report shall be an Incentive-Eligible Member for such year if he/she also:
- (i) attains a myhealthIQ Score for such year greater than 70; or
 - (ii) improves his or her myhealthIQ Score by five (5) or more points compared to the previous year; or
 - (iii) satisfies a qualified alternative standard under the Wellness Program Exception, if applicable, such as submission of a PCC signed by such Member's physician.

- (c) **General Communication Information.** Company shall provide communication material in PDF form via e-mail, and/or through website communications to the Customer for distribution to Eligible Persons. The communications hereunder include, but are not limited to, sample CEO letter, program overview, frequently asked questions and answers, health screening instructions, health risk assessment instructions and the consent form.

Written (both electronic and paper) communication to the Member is dependent upon Company having a valid residential address and e-mail address for the Member. Company may contact Members to inform them about other wellness programs and related resources that may be appropriate for and relevant to Members in accordance with Section V(b) of this Agreement.

- (d) **Health Screen.** Company shall provide, or arrange to provide, the examiners and blood collection kits necessary to conduct Health Screens for Eligible Persons at a Health Screening Site on such dates and times as shall be acceptable to Company and Customer. Once the location, date and time of each Health Screen has been determined, and notice of the location of the Health Screening Site has been timely provided to Company by Customer, the scheduling of Eligible Persons for Health Screens at such event shall be the primary responsibility of Customer. For efficiency and in order to avoid additional fees as set forth in Exhibit D, Customer shall schedule at least ten (10) Eligible Persons with an average of five (5) Eligible Persons scheduled per examiner per hour. Customer shall provide the Health Screening Schedule to Company at least ten (10) days before the date of the Health Screening Event. Such Schedule shall include the name of each Eligible Person and the designated date and time that each Eligible Person is scheduled for a Health Screen. Each Eligible Person must sign and submit to Company a written consent, in form and content acceptable to Company, before the Health Screen can be performed.
- (e) **Health Risk Assessment.** Each Eligible Person will be provided with access to the myhealthIQ HRA on an annual basis either in printed form, copies of which shall be provided by Company to Customer for distribution to Eligible Persons who do not wish to complete the HRA on-line and to Eligible Persons for whom a valid e-mail address was not provided by Customer, or in an electronic format through Company's myhealthIQ secure web portal.
- (f) **myhealthIQ Personal Health Report and myhealthIQ Score for Members.** Following the completion by a Member of all of the requirements necessary for Company to prepare a myhealthIQ Personal Health Report for such Member (as specified in the definition of "myhealthIQ Personal Health Report" in Exhibit A), Company will deliver a myhealthIQ Personal Health Report to such Member, including his/her myhealthIQ Score, lab test results and risk-specific educational materials based on the Member's individual risk factors. Company shall deliver myhealthIQ Personal Health Reports to Off-Line Members by standard mail and to other Members through secure website access.

- (g) **Member Website Access.** Members will have access to a secure personalized web portal to complete HRAs on-line, view their myhealthIQ Personal Health Report, receive educational materials, and access links to websites for further clinical content. Members using the website for myhealthIQ Program communication will receive e-mail notification of updates to their myhealthIQ web page that includes a password protected log-in screen.
- (h) **Telephonic Alert Calls.** One outbound call may be placed by Company to Members who meet the Telephone Alert Criteria.
- (i) **Hotline.** A toll-free telephone number and e-mail communication through the myhealthIQ website is available to Eligible Persons and Members to provide technical assistance in accessing the myhealthIQ Program website and to provide general information regarding the myhealthIQ Program. The toll-free telephone service and e-mail account is monitored by Company Monday through Friday from 9 a.m. to 5 p.m. Central time.
- (j) **Quarterly Educational Materials and Reminders.** Educational materials, reminders regarding re-assessment dates, health improvement targets and support contact information will be provided on-line by Company on a quarterly basis to Members who have received their myhealthIQ Personal Health Report on-line. Off-Line Members will be mailed printed copies of (i) the Healthwise Handbook, and (ii) additional educational materials during each of the three (3) quarters following the quarter during which such Member receives his or her myhealthIQ Personal Health Report.
- (k) **Cooperation with Third Parties.** Company will cooperate with Customer with regard to making selected Personal myhealthIQ Data available to other providers of healthcare related services and employee assistance programs designated by Customer as set forth in Section V of this Agreement.
- (l) **Liaison.** Company will designate one or more representatives of Company who will serve as a liaison to Customer and who will be available during normal business hours to respond to inquiries from Customer.

2. **Reporting.** Company will provide to Customer the following reports:

- (a) An annual aggregate report of Customer myhealthIQ Program Data in a manner consistent with the requirements of Section VI of this Agreement. Such report shall also include (i) the number of Members; (ii) the names of Incentive-Eligible Members; and (iii) the names of Incentive-Ineligible Members.
- (b) Upon request, additional reports at a mutually agreeable cost, consistent with the terms of this Agreement.

3. **Data to be Supplied to Company by Customer.** Customer shall provide Company with the following data for each Eligible Person in Company's standard format:

Customer Name
Employee or Dependent status
Employee Work Site
Employee code
First name
Middle name
Last name
Gender
Date of birth
E-mail address
Address 1
Address 2
City
State
Zip code
Telephone

4. **myhealthIQ Program Services Modification.** Company reserves the right to make modifications to the myhealthIQ Program services outlined above for the express purpose of continuously improving the effectiveness and/or efficiency of the myhealthIQ Program. Company shall provide Customer thirty (30) days' advanced written notice of any material modifications.
5. **Internet Security.** Customer acknowledges that each time an Eligible Person uses the Test myhealthIQ feature of the web portal, the Eligible Person will be presented with a splash screen welcoming the Eligible Person and requesting that the Eligible Person agree to the terms and conditions governing use of Test myhealthIQ. In addition, upon entering the system for the first time, the Eligible Person will be presented with a splash screen requiring that the Eligible Person acknowledge that his/her use of the application is subject to the terms and conditions of use set forth on the site. Customer will not describe, discuss or promote the web portal to Eligible Persons in any way that is inconsistent with, or would add to, the terms and conditions of use set forth on the web portal.
6. **Terms of Use.** The use of the web portal by Customer or Eligible Persons is subject to the terms and conditions of use located on the web portal, which are incorporated herein by this reference. The terms and conditions of use on the web portal shall control over any conflicting terms herein or made by any party, whether oral or written or referenced herein.

EXHIBIT C

FORM OF NOTIFICATION OF SALE

SUBMITTED ON [DATE] BY _____

Company Name	
Contact (s)	
Address	
Address 2	
City, State	
Zip	
Phone	
Fax	
Requested Screening Window	
Number of Employees	
Number of Sites	
Complete Census Delivered	Attach Census
Site Census Delivered	Attach Site Census
Spouse Participation	
Individual Exams	
On-line %/#	
Off-line %/#	
Spanish HRA Requirements	
Account Completion Target	
Special Requirements/Comments (Branding, split corporate reporting, etc.)	
Fully Insured or ASO	
Company's Account Manager	

EXHIBIT D

FEE SCHEDULE

Throughout the term of this Agreement, Customer agrees to pay the fee amounts set forth below to Company for services rendered by Company pursuant to the terms of this Agreement.

1. **Health Screening Fee.** Customer shall pay a fee for each Health Screen ("Health Screening Fee") as follows:

Health Screening	Fee
For each Eligible Person who receives a Health Screen at the Health Screening Event	\$100 per screening
For each Eligible Person who receives an Individual Screening	\$190 per screening
If participation is less than 50%, the Customer shall pay an additional:	\$50 for each Eligible Person

Company shall be entitled to payment of the Health Screening Fees for each Member upon delivery of the myhealthIQ Personal Health Report to such Member. If a Member has not satisfied all of the requirements necessary to complete the Member's myhealthIQ Personal Health Report (pursuant to the definition thereof set forth in Exhibit A) on or before the applicable Participation Deadline, then Company shall be entitled to payment of the Health Screening Fee for such Member as of the applicable Participation Deadline.

2. **Participant Fulfillment Fee for Mailings.** Customer shall pay a fee in the amount of Fifteen Dollars (\$15.00) for each Off-Line Member to cover expenses related to the printing and mailing of the documents identified in Sections 1(c), (e), (f) and (j) of Exhibit B ("Fulfillment Fee").
3. **Screening Fee.** The maximum allowed screening hours is calculated by dividing the number of Members by five (5). If the number of billed screening hours exceeds the maximum allowed screening hours, Customer shall pay a screening fee for the excess hours equal to One Hundred Dollars (\$100.00) per each excess hour ("Screening Fee").

For each examiner for each Health Screening Event, the minimum billed hours equals two (2) hours. The number of examiners attending a Health Screening Event will be determined based on the Health Screening Schedule provided to Company for such Health Screening Event.

4. **Fee(s) Increases.** In the event that suppliers significantly increase their charges to Company so that it becomes economically infeasible for Company to provide the myhealthIQ Program for the amount of the fees set forth in this Exhibit D, Company may propose a new schedule the upcoming policy year to Customer for its approval at least

thirty (30) days prior to the anniversary date of the Effective Date of this Agreement. In the event Customer does not agree to the new fee schedule, this Agreement shall automatically terminate at Customer's option and Company shall be relieved of its obligation to provide the myhealthIQ Program for the remainder of the term of this Agreement.

5. **Payment of Fees.** [Customer shall pay the Health Screening Fees, the Fulfillment Fee, if applicable, and the Screening Fee within fifteen (15) days of receipt of the invoice from Company.][THIS PROVISION SHOULD BE USED FOR ASO GROUPS THAT DECIDE TO HAVE SERVICES INVOICED RATHER THAN DEDUCTED FROM PLAN ACCOUNTS.]

OR

[Customer agrees that the Health Screening Fees, the Fulfillment Fee, if applicable, and the Screening Fee shall be deducted by Company from Customer's Plan Benefit Account, as defined in the Administrative Services Agreement by and between Company and Customer.][THIS PROVISION SHOULD BE USED WHEN THE ASO CUSTOMER DECIDES TO HAVE FEES DEDUCTED FROM ITS PLAN BENEFIT ACCOUNT.]

R E S O L U T I O N 2007-176

WHEREAS, the City subscribes to health insurance for its employees and other eligible participants, as authorized by the City of Grand Island Personnel Rules and federal regulation; and

WHEREAS, on June 27, 2006, by Resolution 2006-183, the City of Grand Island approved a contract with Mutual of Omaha for the administration of the health and dental insurance coverage; and

WHEREAS, the Health Insurance Committee for the city has reviewed claim activities and is recommending the following revisions be made to the city's health plan:

- Move deductibles: In Network from \$200/\$400 to \$300/\$600
 Out of Network from \$400/\$800 to \$600/\$1200
- Move Out of Pocket: In Network from \$1200/\$2400 to \$1300/\$2600
 Out of Network from \$1900/\$3800 to \$2100/\$4200
- Change co-pays for prescription drugs from \$15/\$20/\$35 to \$15/\$25/\$40. A fourth tier for specialty drugs shall carry a \$50 co-pay.
- Payroll deductions shall occur for each of the 26 pay periods instead of 24 pay periods.
- Reduce from four to three levels of coverage, including single; 2/4; and family.
- Monthly premiums shall increase by 10% with employee shares increasing to 15% for all three levels of coverage; Single - \$409.54; 2/4 - \$864.16; and, Family - \$1,264.88. Employees' share may be altered by labor agreement.
- Infertility coverage shall be three courses of treatment instead of six.
- Inclusion of "myhealthIQ" formal wellness program with a \$35 per month reduction of premium for employees who successfully participate in the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the city's health and dental is hereby amended to reflect the revisions set out above.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on July 24, 2007.

Margaret Hornady, Mayor

Attest:

Approved as to Form ? _____
July 20, 2007 ? City Attorney

RaNae Edwards, City Clerk

Approved as to Form ? _____
July 20, 2007 ? City Attorney



City of Grand Island

Tuesday, July 24, 2007

Council Session

Item J1

Approving Payment of Claims for the Period of July 11, 2007 through July 24, 2007

The Claims for the period of July 11, 2007 through July 24, 2007 for a total amount of \$3,170,537.94. A MOTION is in order.

Staff Contact: David Springer