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# City of Grand Island



**Tuesday, August 11, 2015**  
**Council Session Packet**

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**City Council:**

**Linna Dee Donaldson**  
**Michelle Fitzke**  
**Chuck Haase**  
**Julie Hehnke**  
**Jeremy Jones**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Roger Steele**  
**Mark Stelk**

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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**7:00 PM**  
**Council Chambers - City Hall**  
**100 East 1st 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.

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**Invocation - Pastor Carl Eliason, Peace Lutheran Church, 1710 N. North Road**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **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.



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item D-1

**#2015-BE-3 - Consideration of Determining Benefits and Levy  
Special Assessments for Westgate Road Paving District No. 1261;  
North Road to Copper Road**

*Council action will take place under Ordinances item F-3.*

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** August 11, 2015

**Subject:** Consideration of Determining Benefits and Levy Special Assessments for Westgate Road Paving District No. 1261; North Road to Copper Road

**Presenter(s):** John Collins PE, Public Works Director

## Background

The Certificate of Final Completion for Westgate Road Paving District No. 1261; North Road to Copper Road was approved by City Council on July 14, 2015, via Resolution No. 2015-179; with August 11, 2015 set as the date for Council to sit as the Board of Equalization. The Diamond Engineering Company of Grand Island, Nebraska was hired to perform such work in the amount of \$626,236.91. Work was completed at a price of \$605,688.30; with additional costs of \$135,083.88, all detailed below.

Original Bid	\$ 626,236.91
Underruns	\$ (20,548.61)
<b>Sub Total (Construction Price) =</b>	<b>\$ 605,688.30</b>
Additional Costs:	
Olsson Associates - (Engineering)	\$ 87,370.00
The Grand Island Independent - (advertising)	\$ 225.82
Cornerstone Bank - (project bond interest)	\$ 3,520.06
T & E Cattle Company - (easement acquisition)	\$ 43,900.00
Hall County Register of Deeds - (filing fees)	\$ 68.00
<b>Sub Total of Additional Costs =</b>	<b>\$ 135,083.88</b>
<b>TOTAL COST =</b>	<b>\$ 740,772.18</b>

Total project costs equate to \$740,772.18, of which a portion are assessable to property owners within this district.

- Section A- \$504,225.50
- Item No.'s 1, 2, 3, & 5 of Change Order No.1- \$8,775.00
- Additional District Costs - \$135,083.88
- Credit for City Owned Right-of-Way – (\$19,630.13)



The difference of the total project cost, of \$740,772.18, and the assessable amount, of \$628,454.25, covers drainage work done outside of the paving district area and right-of-way along Bronze Road already owned by the City. The additional drainage work allowed for a culvert to be installed under North Road to improve overall drainage of this area of town and obtain the best possible prices by making these two (2) projects one (1).

All work has been completed and special assessments have been calculated for the improvements.

Nebraska Revised Statute Section 16-622 states, "The cost of making such improvements of the streets and alleys within any street improvement district shall be assessed upon the lots and lands in such district specially benefited thereby in proportion to such benefits."

- Paving Assessment Districts are either petitioned by property owner(s) or ordered via an Ordinance by City Council
- Although each district must be reviewed individually, the same basic principles are generally used in each case. The assessable area, or district boundary, is usually established by including all property which extends back from the improved street half way to the next parallel street. 300 feet as the maximum limit for this distance.
- Improvements due to street widths over 37 feet for residential streets and 41 feet commercial streets are not assessed to property owners
- Replacement costs for existing paving are not included in assessment costs

Nebraska Revised Statute Section 16-633 states, "If, in any city of the first class, there shall be any real estate belonging to any county, school district, city, municipal or other quasi-municipal corporation abutting upon the street, avenue or alley whereon paving or other special improvements have been ordered, it shall be the duty of the county board, board of education or other proper officers to pay such special taxes".

- In looking back at the history of paving assessments since 2001, City owned assessed property has been paid for out of the Capital Improvements Fund.

## **Discussion**

The costs for this project will be assessed to the adjacent property. The payments are spread over ten (10) years at 7% simple interest. The first payment of principle only at 1/10<sup>th</sup> of the assessment is due 10 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with the property owners and sent a reminder letter advising them that the BOE is scheduled for August 11, 2015 and the first payment will be due shortly after.

The final assessment for each lot is listed in both the Resolution and Ordinance for this item.

## **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 meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to the individual properties.

## **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Westgate Road Paving District No. 1261; North Road to Copper Road.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Westgate Road Paving District No. 1261; North Road to Copper Road.

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF HALL        )

**AFFIDAVIT OF MAILING**

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on July 28, 2015; she mailed copies of the "Notice of Board of Equalization Hearing – Westgate Road Paving District No. 1261; North Road to Copper Road", which notice was first published in the Grand Island Independent on July 21, 2015, to the following named parties:

Little B's Corporation  
4444 W 13<sup>th</sup> St  
Grand Island, NE 68803

\*NEBCO, Inc.  
PO Box 80268  
Lincoln, NE 68501-0268

Chief Industries, Inc.  
PO Box 2078  
Grand Island, NE 68802

Bosselman Three, LLC  
PO Box 1567  
Grand Island, NE 68802

Such communications were properly posted and deposited in the United States mail.

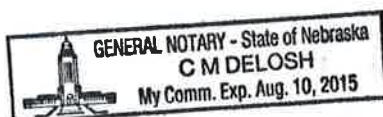
Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: July 28, 2015

  
\_\_\_\_\_  
RaNae Edwards, City Clerk

Subscribed and sworn to before me this 28<sup>th</sup> date July, 2015.



  
\_\_\_\_\_  
Notary Public

## NOTICE OF BOARD OF EQUALIZATION HEARING

Westgate Road Paving District No. 1261;  
North Road to Copper Road

NOTICE is hereby given to all persons owning real estate within the Westgate Road Paving District No. 1261; North Road to Copper Road in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on August 11, at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such paving district. All owners of real estate within said paving district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

**Publication Dates:**

July 21, 2015

July 28, 2015

August 4, 2015

## CLASSIFIED 9B

### Legals

#### NOTICE OF BOARD OF EQUALIZATION HEARING

Westgate Road Paving District  
No. 1261;  
North Road to Copper Road

NOTICE is hereby given to all persons owning real estate within the Westgate Road Paving District No. 1261; North Road to Copper Road in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on August 11, at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such paving district. All owners of real estate within said paving district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made. By order of the City Council, Grand Island, Nebraska.

RaNae Edwards,  
City Clerk

21-28-4

# RESOLUTION 2015

**DRAFT**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Westgate Road Paving District No. 1261; North Road to Copper Road, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$740,772.18, with benefits accruing to the real estate in such district to be the total sum of \$628,454.25; and

Such benefits are based on Westgate Road Paving District No. 1261; North Road to Copper Road at the adjacent property; and

According to the actual cost of Westgate Road Paving District No. 1261; North Road to Copper Road adjacent to the respective lots, tracts, and real estate within such paving district area, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400150671	LITTLE B'S CORPORATION	LOT 1, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 96,508.51
400150672	LITTLE B'S CORPORATION	LOT 2, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 680.32
400150677	LITTLE B'S CORPORATION	LOT 11, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 1,635.27
400150678	LITTLE B'S CORPORATION	LOT 12, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 91,094.05
400150679	LITTLE B'S CORPORATION	LOT 13, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 109,353.36
400150700	NEBCO, INC.	LOT 2, CHIEF/WESTGATE SUBDIVISION	\$ 745.98
400166860	CHIEF INDUSTRIES, INC.	LOT 3, CHIEF/WESTGATE SUBDIVISION	\$ 153,030.04
400150708	CHIEF INDUSTRIES, INC.	LOT 4, CHIEF/WESTGATE SUBDIVISION	\$ 68,269.99
400293447	BOSELMAN THREE, LLC	PART OF LOT 2, WESTGATE FOURTH SUBDIVISION	\$ 107,136.73
			\$ 628,454.25

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Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form ☐ \_\_\_\_\_  
July 28, 2015 ☐ City Attorney

DRAFT

This Space Reserved for Register of Deeds

ORDINANCE NO. \_\_\_\_\_

An ordinance assessing and levying a special tax to pay the cost of Westgate Road Paving District No. 1261; North Road to Copper Road of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of Westgate Road Paving District No. 1261; North Road to Copper Road, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400150671	LITTLE B'S CORPORATION	LOT 1, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 96,508.51
400150672	LITTLE B'S CORPORATION	LOT 2, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 680.32
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400293447	BOSELMAN THREE, LLC	PART OF LOT 2, WESTGATE FOURTH SUBDIVISION	\$ 107,136.73
			\$ 628,454.25

Approved as to Form    ☐ \_\_\_\_\_  
July 28, 2015                      ☐ City Attorney

DRAFT

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in ten days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

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

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

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

Enacted: August 11, 2015

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



R E S O L U T I O N    2015-BE-3

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Westgate Road Paving District No. 1261; North Road to Copper Road, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$740,772.18, with benefits accruing to the real estate in such district to be the total sum of \$628,454.25; and

Such benefits are based on Westgate Road Paving District No. 1261; North Road to Copper Road at the adjacent property; and

According to the actual cost of Westgate Road Paving District No. 1261; North Road to Copper Road adjacent to the respective lots, tracts, and real estate within such paving district area, such benefits are the sums set opposite the description as follows:

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400293447	BOSELNMAN THREE, LLC	PART OF LOT 2, WESTGATE FOURTH SUBDIVISION	\$ 107,136.73
			\$ 628,454.25

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	by _____
August 7, 2015	City Attorney



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item E-1

**Public Hearing on Request from Bosselman Pump & Pantry, Inc.  
dba, Pump & Pantry #8, 2028 No. Broadwell Avenue for a Class  
“D” Liquor License**

*Council action will take place under Resolutions item I-1.*

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** August 11, 2015

**Subject:** Public Hearing on Request from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #8, 2028 North Broadwell Avenue for a Class “D” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

### **Declared Legislative Intent**

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
  - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
  - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

## **Discussion**

Bosselman Pump & Pantry, Inc. dba Pump & Pantry #8, 2028 North Broadwell Avenue has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale inside the corporate limits of the city. Currently they hold a Class “B” Liquor License which is for beer off sale only and would like to upgrade to a Class “D”.

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

Also submitted with the application was a request from Brian Fausch, 2009 West Highway 34 for a Liquor Manager Designation. Mr. Fausch has completed a state approved alcohol server/seller training program and is currently the manager at this location.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for Bosselman Pump & Pantry, Inc. dba Pump & Pantry #8, 2028 North Broadwell Avenue for a Class "D" Liquor License contingent upon final inspections and Liquor Manager Designation for Brian Fausch, 2009 West Highway 34.

07/24/15  
15:15

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 15:00:00 07/23/2015  
Date disposition declared : \*\*/\*\*/\*\*\*\*  
Incident number : L15072342  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 2028 Broadwell Ave N  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received :  
Agency code : GIPD GIPD Grand Island Police Dept  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed : AOFF AOFF Alcohol Offense  
Disposition :  
Misc. number : RaNae  
Geobase address ID : 1779  
Long-term call ID :  
Clearance Code : CL CL Case Closed  
Judicial Status :  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L12073982	07/23/15	Liquor Lic Inv	Related
NM	5453	07/23/15	Bosselman-Lofing, Brandi K	
VP/Sec/Treasurer				
NM	17868	07/23/15	Bosselman, Charles D Jr	President
NM	23148	07/23/15	Bosselman, Laura	Charles' Wife
NM	43709	07/23/15	Fausch, Brian T	Liquor Manager
NM	54422	07/23/15	Pump & Pantry; #8,	Store Involved
NM	66141	07/23/15	Fausch, Lori L	Brian's Wife
NM	80208	07/23/15	Lofing, Dustin	Brandi's
Husband				

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT07	LT07 Convenience Store	

IMAGE CODES FOR INCIDENT:

Seq Imag Image code for a users description field

-----  
1    DOC    DOCUMENT                    mobile report

LAW INCIDENT NARRATIVE:

Liquor License Investigation  
Grand Island Police Department

I received a copy of a new liquor license application from Pump & Pantry Store #8. They are upgrading their existing license from a Class B (Beer, off sale only) to a Class D (Beer, wine, distilled spirits, off sale only), and Brian Fausch is applying to be the liquor manager.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	AOFF Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	15:29:37 07/23/2015

Grand Island Police Department  
Supplemental Report

Date, Time: Thu Jul 23 15:29:48 CDT 2015  
Reporting Officer: Vitera  
Unit- CID

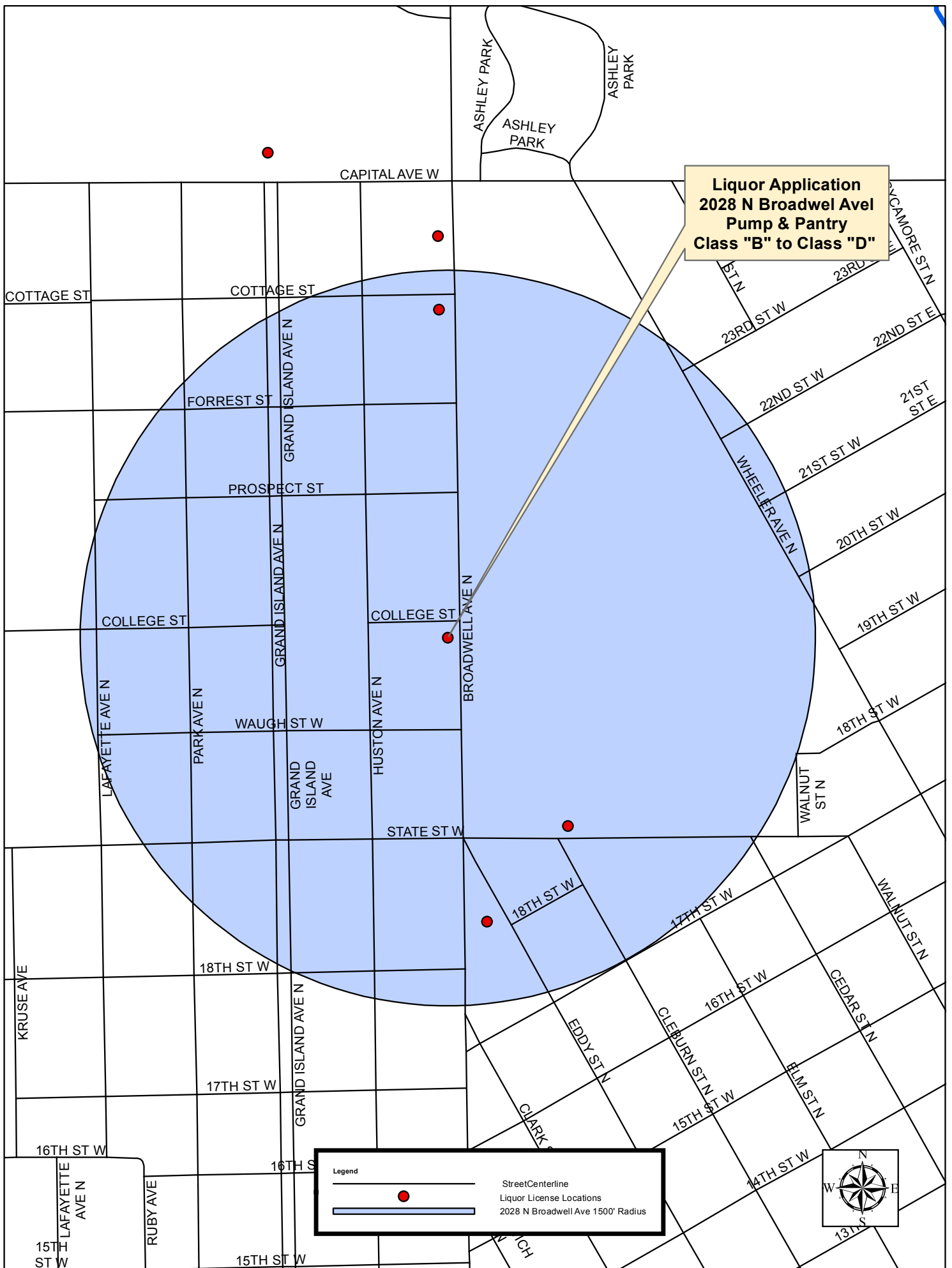
Pump & Pantry located at 2028 N. Broadwell Avenue is applying to upgrade their current Class B (beer, off sale only) liquor license to a Class D (beer, wine, distilled spirits, off sale only) liquor license, and Brian Fausch is applying to be the liquor manager.

Charles Bosselman Jr. is listed as the president of the corporation. He is married to Laura Bosselman, and they have lived in Grand Island since at least 1992. Brandi Bosselman is listed as the vice president, secretary, and treasurer of the corporation. She is married to James Lofing. Brandi has lived in Grand Island since at least 1996, and James has lived in Grand Island since at least 2000.

I checked Spillman and NCJIS on all of the applicants. None of the applicants have anything alarming in Spillman. Brandi has an undisclosed traffic conviction listed in NCJIS while James has two undisclosed traffic convictions listed in NCJIS. Charles doesn't have any undisclosed convictions, and Laura doesn't have any convictions.

Moving on to the Manager's Application, I checked Brian and Lori (wife) Fausch through Spillman and NCJIS. Lori signed a Spousal Affidavit of Non-Participation. Brian and Lori didn't have anything out of the ordinary in Spillman. Brian has one undisclosed traffic conviction listed in NCJIS. Lori has a couple of DUI's and a traffic conviction.

All in all, nothing in any of the applicants' Nebraska criminal history would preclude them from having a liquor license or being a liquor manager. In addition, Pump & Pantry on Broadwell already has a liquor license, and Brian Fausch has been the liquor manager for at least three years. The Grand Island Police Department has no objection to Pump & Pantry located at 2028 N. Broadwell upgrading their liquor license or to Brian Fausch remaining as the liquor manager.







# **City of Grand Island**

**Tuesday, August 11, 2015**

**Council Session**

## **Item E-2**

### **Public Hearing on Proposed Fiscal Year 2015-2016 City of Grand Island and Community Redevelopment Authority (CRA) Budgets**

*This Public Hearing will be kept open until September 8, 2015 when Council will take action.*

**Staff Contact: William Clingman, Interim Finance Director**

***2015-2016***  
***Opening of Public Hearing***

**City of Grand Island & Community  
Redevelopment Authority (CRA)  
Budgets**

***8-11-15***

## 2016 Budget Summary

	Beginning Balance	Revenue	Bond Proceeds	Transfers In	Transfers Out	Appropriation	Ending Balance
General Fund	12,820,083	40,338,568	-	4,595,000	2,145,000	46,113,592	9,495,059
Permanent Funds	732,753	26,700	-	-	15,000	-	744,453
Special Revenue Funds	4,071,283	10,584,297	-	1,505,000	6,160,000	7,681,201	2,319,380
Debt Service Fund	2,529,121	2,988,671	2,500,000	2,521,000	4,750,000	3,322,935	2,465,857
Capital Improvement Fund	66,537	2,109,713	-	9,665,000	-	10,726,593	1,114,657
Special Assessments Fund	1,050,967	2,511,910	-	-	3,521,000	-	41,877
<b>Total General Government</b>	<b>21,270,745</b>	<b>58,559,859</b>	<b>2,500,000</b>	<b>18,286,000</b>	<b>16,591,000</b>	<b>67,844,321</b>	<b>16,181,282</b>
Enterprise Fund	71,385,485	85,697,650	16,734,547	-	795,000	117,357,787	55,664,895
Internal Service Fund	5,467,389	12,043,737	-	-	-	13,264,935	4,246,191
<b>Total Proprietary</b>	<b>76,852,873</b>	<b>97,741,387</b>	<b>16,734,547</b>	<b>-</b>	<b>795,000</b>	<b>130,622,722</b>	<b>59,911,086</b>
Agency Fund	288,928	1,560,575	-	-	-	1,560,725	288,778
Trust Fund	3,153,646	1,000,000	-	-	900,000	1,094,000	2,159,646
<b>Total Fiduciary</b>	<b>3,442,574</b>	<b>2,560,575</b>	<b>-</b>	<b>-</b>	<b>900,000</b>	<b>2,654,725</b>	<b>2,448,424</b>
<b>Total All Funds</b>	<b>101,566,192</b>	<b>158,861,821</b>	<b>19,234,547</b>	<b>18,286,000</b>	<b>18,286,000</b>	<b>201,121,768</b>	<b>78,540,792</b>

## CASH BALANCE HISTORY

FISCAL	GENERAL	PERMANENT	SPECIAL	DEBT	CAPITAL	SPECIAL	ENTERPRISE	INTERNAL	TRUST	TOTAL
<u>YEAR</u>	<u>FUND</u>	<u>FUNDS</u>	<u>REVENUE</u>	<u>SERVICE</u>	<u>PROJECTS</u>	<u>ASSESSMENTS</u>	<u>FUNDS</u>	<u>SERVICE</u>	<u>&amp; AGENCY</u>	<u>ALL FUNDS</u>
2016 BUDGET	9,495,059	744,453	2,319,380	2,465,857	1,114,657	41,877	55,664,895	4,246,191	2,448,424	78,540,793
2015 FORECAST	12,820,083	732,753	4,071,283	2,529,121	66,537	1,050,967	71,385,485	5,467,389	3,442,574	101,566,193
2014	12,441,929	729,743	5,369,374	1,154,765	891,355	907,834	89,895,986	5,659,351	4,996,148	122,046,486
2013	11,331,491	667,320	5,770,226	179,644	121,678	933,857	86,792,082	4,645,956	153,520	110,595,774

## General Fund Appropriation Summary

	2013	2014	2015	2015	2016
	Actual	Actual	Budget	Forecast	Budget
<b>General Government</b>					
City Administrator's Office	304,313	356,121	392,633	477,523	422,053
Economic Development	395,147	375,001	525,000	525,000	525,000
Mayor's Office	18,676	16,371	24,853	24,879	24,865
Legislative	81,999	86,182	96,599	92,578	93,471
City Clerk	115,557	122,011	147,214	131,299	144,769
Finance	1,991,769	2,106,300	2,236,399	2,102,997	2,152,104
Legal	270,566	317,303	329,459	360,186	366,156
City Hall	272,059	341,820	351,103	375,324	500,383
Human Resources	417,865	501,863	540,069	437,521	584,205
	3,867,952	4,222,972	4,643,329	4,527,306	4,813,006
<b>Public Safety</b>					
Building Inspection	803,861	865,464	955,629	902,894	942,976
Fire Services	6,933,352	4,080,223	4,489,680	4,337,907	8,858,561
Emergency Medical Services	-	3,068,772	3,238,213	3,228,899	-
Police	9,046,873	10,275,570	10,966,505	10,959,311	11,420,370
Emergency Management	1,047,089	1,146,386	1,374,212	1,381,352	1,459,839
	17,831,174	19,436,415	21,024,239	20,810,363	22,681,746
<b>Public Works</b>					
Engineering	894,453	1,036,639	1,239,376	1,083,076	1,441,795
Streets & Transportation	5,155,972	5,350,415	5,976,038	5,166,853	7,394,684
	6,050,425	6,387,054	7,215,414	6,249,929	8,836,479
<b>Environment &amp; Leisure</b>					
Planning	251,577	265,578	300,098	281,773	314,862
Library	1,646,324	1,777,408	1,829,290	1,789,439	2,028,063
Parks	1,394,208	1,629,560	1,712,671	1,613,229	1,912,419
Cemetery	443,466	472,894	483,315	568,102	547,856
Recreation	347,404	395,348	405,406	436,521	459,096
Aquatics	503,821	556,694	596,757	581,003	598,939
Public Information	175,020	173,475	206,079	205,799	234,466
Heartland Shooting Park	407,699	486,510	499,761	524,271	510,769
	5,169,518	5,757,468	6,033,377	6,000,137	6,606,470
<b>Non-Department</b>					
Non-Department	2,468,568	2,344,586	2,141,596	2,349,148	3,175,891
<b>Total General Fund Appropriation</b>	35,387,638	38,148,495	41,057,955	39,936,884	46,113,592

## General Fund Revenue Summary

	2013	2014	2015	2015	2016
	Actual	Actual	Budget	Forecast	Budget
Sales Tax	\$ 14,989,584	\$ 15,413,401	\$ 15,701,813	\$ 15,701,813	\$ 16,172,867
Food and Beverage Tax	\$ 1,458,895	\$ 1,495,391	\$ 1,584,317	\$ 1,584,317	\$ 1,631,847
Property Tax	\$ 7,129,166	\$ 7,027,318	\$ 7,884,849	\$ 7,884,849	\$ 8,357,940
Other Taxes	\$ 2,571,434	\$ 2,629,018	\$ 2,652,626	\$ 2,676,870	\$ 2,738,994
Fees & Services	\$ 4,963,481	\$ 3,668,874	\$ 3,766,393	\$ 3,762,188	\$ 5,099,672
Intergovernmental	\$ 2,978,901	\$ 3,395,215	\$ 2,866,108	\$ 3,417,735	\$ 3,327,419
Licenses & Permits	\$ 590,104	\$ 675,457	\$ 504,080	\$ 670,775	\$ 565,075
Other Revenues, Interest	\$ 1,072,305	\$ 1,079,076	\$ 1,062,904	\$ 1,419,365	\$ 2,081,753
Transfers In	\$ 4,085,933	\$ 4,544,206	\$ 4,740,000	\$ 4,686,606	\$ 4,595,000
<b>Total City Revenue</b>	<b>\$ 39,839,804</b>	<b>\$ 39,927,957</b>	<b>\$ 40,763,090</b>	<b>\$ 41,804,518</b>	<b>\$ 44,570,568</b>



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item E-3

### **Public Hearing on Acquisition of Utility Easements Located at 602 West Stolley Park Road (Grand Island Public Schools)**

*Council action will take place under Consent Agenda item G-13.*

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** August 11, 2015

**Subject:** Public Hearing on Acquisition of Utility Easement at 602 West Stolley Park Road (Grand Island Public Schools)

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

A public utility easement is needed for the addition at Barr Junior High School at 602 West Stolley Park Road to accommodate public utilities and development of the area. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

## **Discussion**

To allow for the accommodation of public utilities in connection with the addition at Barr Junior High School location, it is requested that a utility easement be acquired by the City of Grand Island according to the attached sketch.

## **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



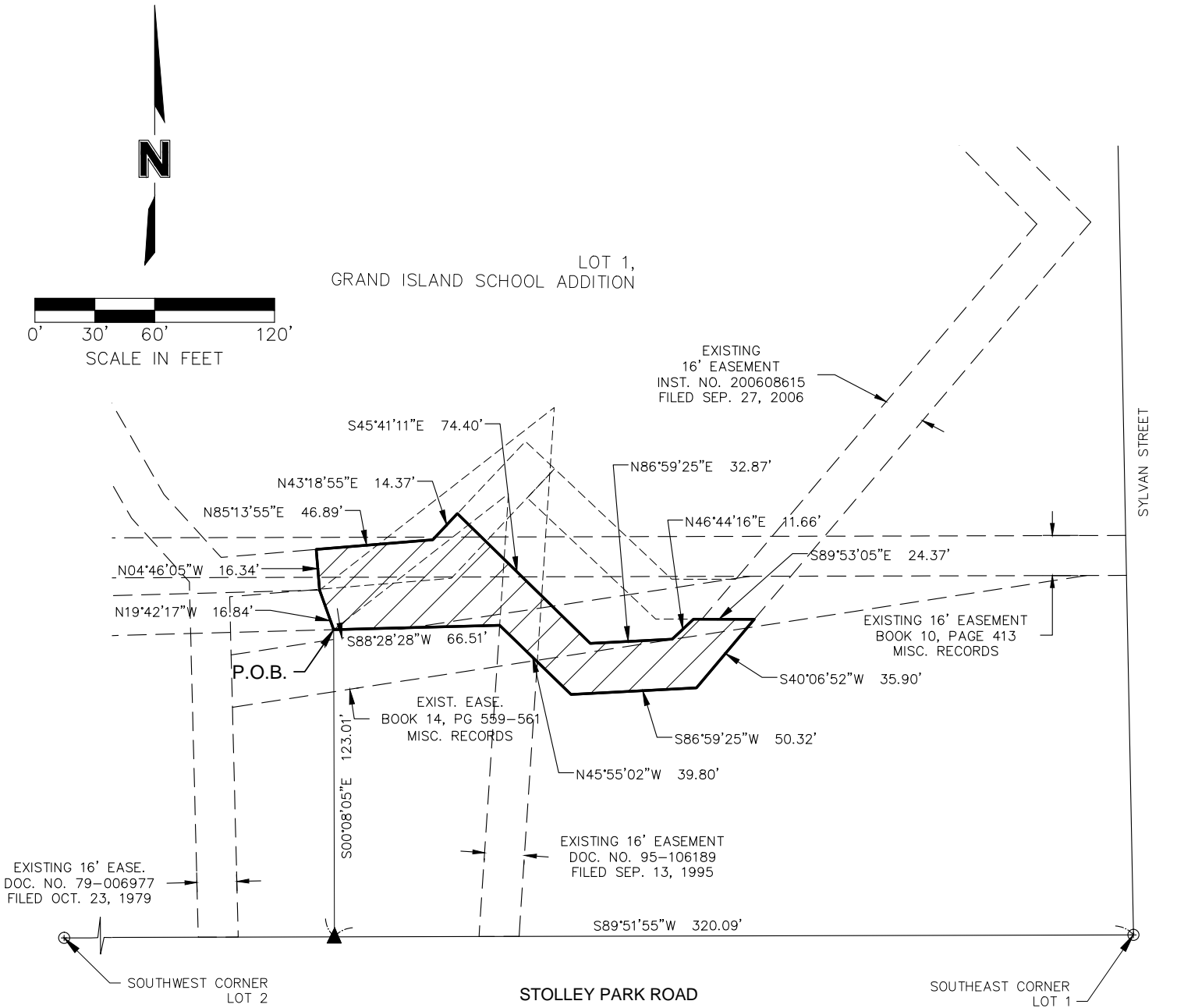
### **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve the acquisition of the easement.

### **Sample Motion**

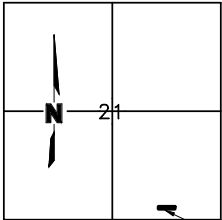
Move to approve the acquisition of the easement.

UTILITY EASEMENT  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



LOCATION MAP

SEC. 21 T11N, R9W  
NOT TO SCALE



LEGEND

	CALCULATED POINT
	FOUND CORNER
	EXISTING EASEMENT LINE
	EASEMENT LINE TO BE VACATED
	PROPERTY LINE
	UTILITY EASEMENT AREA

UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 320.09 FEET; THENCE N00°08'05"W A DISTANCE OF 123.01 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING EASEMENT RECORDED IN DOC. NO. 95-106189, FILED SEP. 13, 1995 HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N19°42'17"W A DISTANCE OF 16.84 FEET; THENCE N04°46'05"W A DISTANCE OF 16.34 FEET; THENCE N85°13'55"E A DISTANCE OF 46.89 FEET; THENCE N43°18'55"E A DISTANCE OF 14.37 FEET; THENCE S45°41'11"E A DISTANCE OF 74.40 FEET; THENCE N86°59'25"E A DISTANCE OF 32.87 FEET; THENCE N46°44'16"E A DISTANCE OF 11.66 FEET TO A POINT ON THE SOUTH LINE OF A 16' EASEMENT RECORDED IN INST. 200608615 FILED SEP. 27, 2006 HALL COUNTY REGISTER OF DEEDS; THENCE S89°53'05"E, ALONG SAID SOUTH EASEMENT LINE A DISTANCE OF 24.37 FEET; THENCE S40°06'52"W A DISTANCE OF 35.90 FEET; THENCE S86°59'25"W A DISTANCE OF 50.32 FEET; THENCE N45°55'02"W A DISTANCE OF 39.80 FEET; THENCE S88°28'28"W A DISTANCE OF 66.51 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 4,709 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

PROJECT NO: 2015-0312

DRAWN BY: JAS

DATE: 04/27/2015

BARR SCHOOL  
UTILITY EASEMENTS



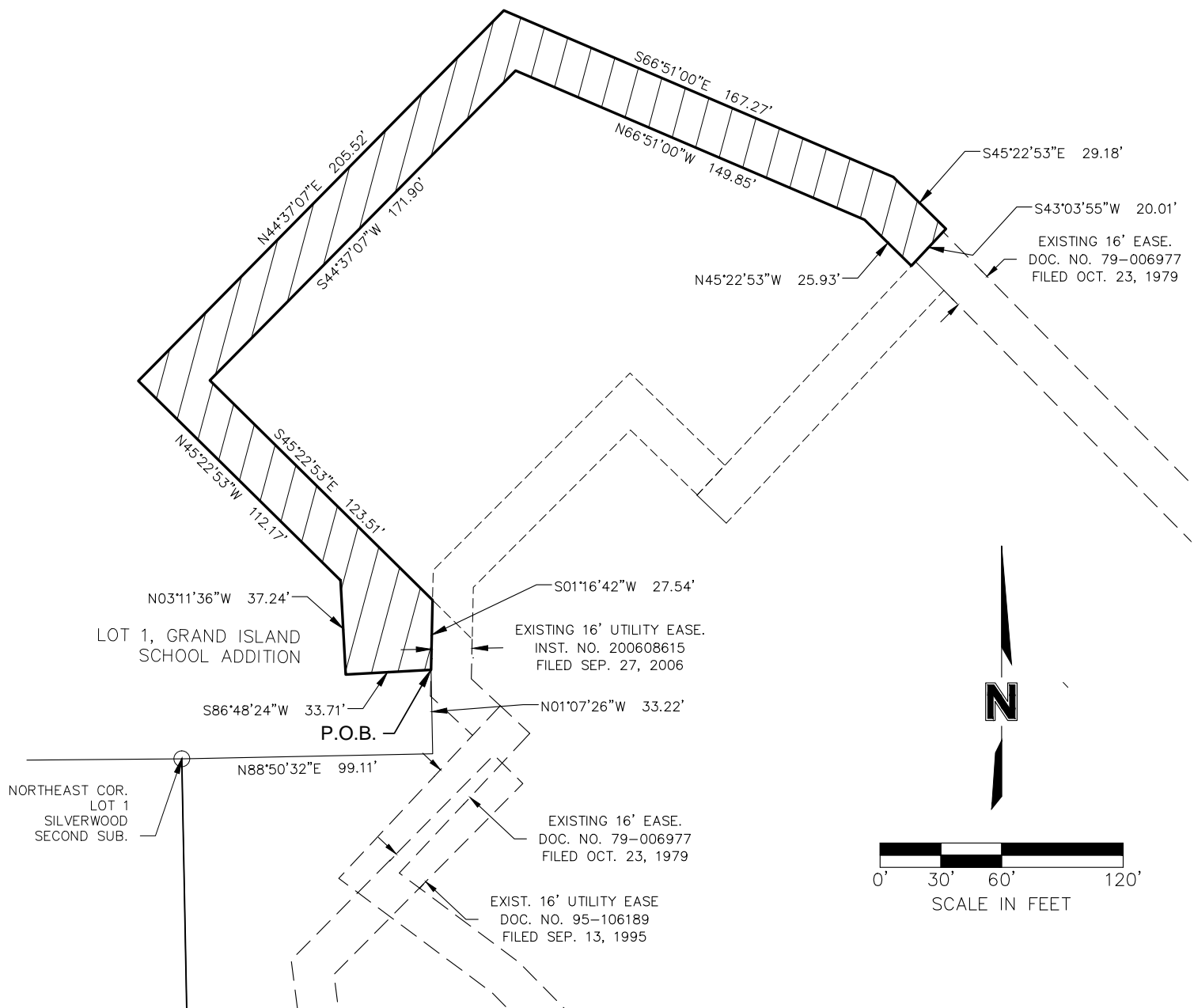
201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

EXHIBIT

1

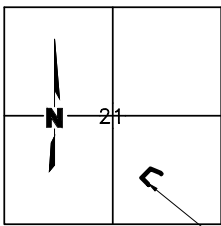
# UTILITY EASEMENT

HALL COUNTY, NEBRASKA



## LOCATION MAP

SEC. 21 T11N, R9W  
NOT TO SCALE



## LEGEND

	FOUND CORNER
	EXISTING EASEMENT LINE
	EASEMENT LINE TO BE VACATED
	PROPERTY LINE
	UTILITY EASEMENT AREA

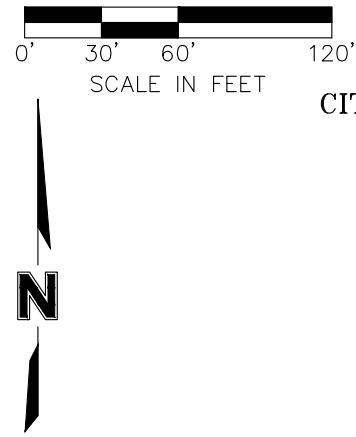
## UTILITY EASEMENT DESCRIPTION

A PERMANENT 20' UTILITY EASEMENT LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, SILVERWOOD SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N88°50'32"E A DISTANCE OF 99.11 FEET; THENCE N01°07'26"W A DISTANCE OF 33.22 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 16' EASEMENT RECORDED IN INST. NO. 200608615, HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE S86°48'24"E A DISTANCE OF 33.71 FEET; THENCE N03°11'36"W A DISTANCE OF 37.24 FEET; THENCE N45°22'53"W A DISTANCE OF 112.17 FEET; THENCE N44°37'07"E A DISTANCE OF 205.52 FEET; THENCE S66°51'00"E A DISTANCE OF 167.27 FEET; THENCE S45°22'53"E A DISTANCE OF 29.18 FEET; THENCE S43°03'55"W A DISTANCE OF 20.01 FEET; THENCE N45°22'53"W A DISTANCE OF 25.93 FEET; THENCE N66°51'00"W A DISTANCE OF 149.85 FEET; THENCE S44°37'07"W A DISTANCE OF 171.90 FEET; THENCE S45°22'53"E A DISTANCE OF 123.51 FEET; THENCE S01°16'55"W A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 10,984 SQUARE FEET OR 0.25 ACRES MORE OR LESS.

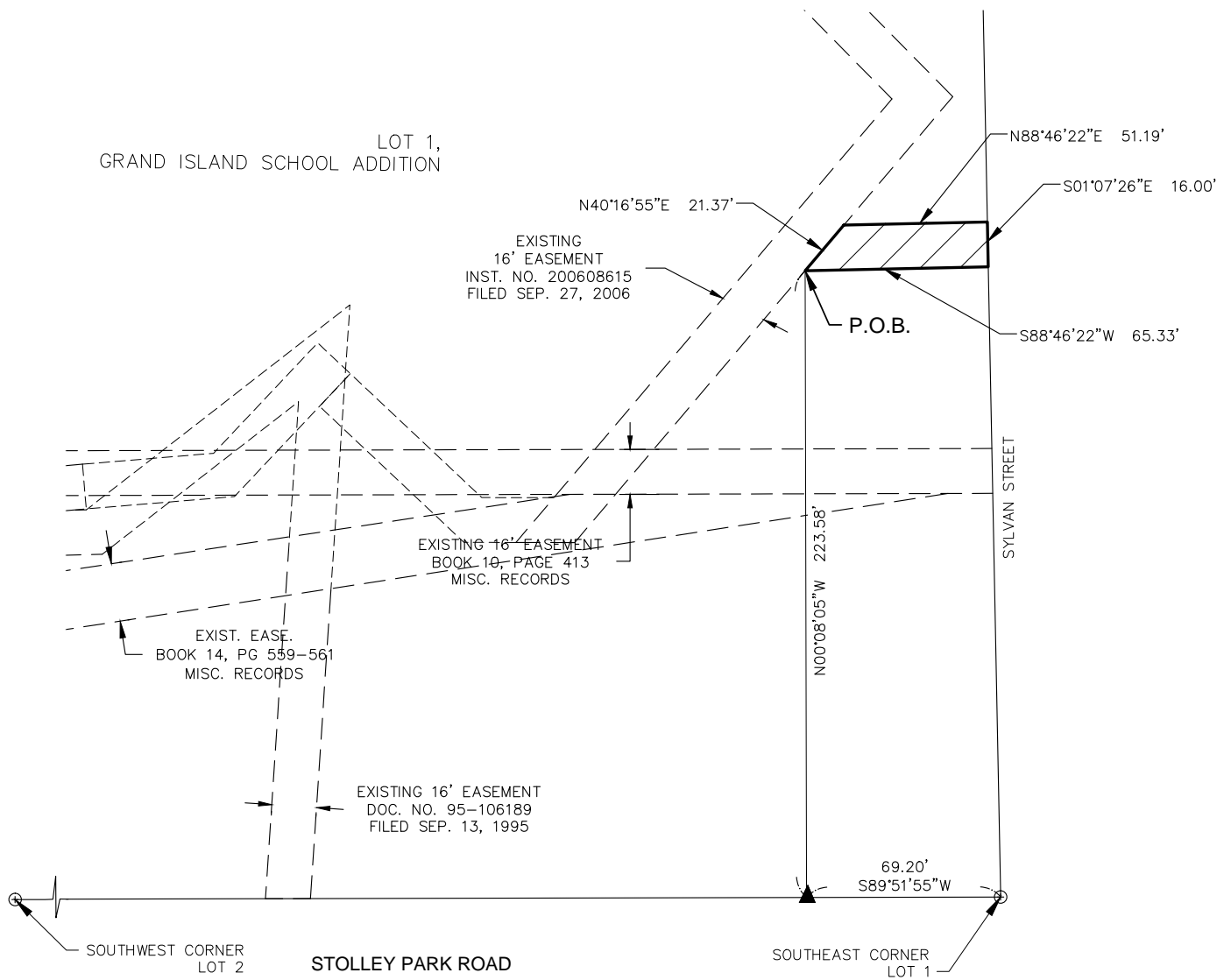
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DATE: May 12, 2015 4:12pm  
USER: jramirez  
XREFS: 015-0312\_PBASE 0142905\_XTOPO Barr

PROJECT NO: 2015-0312	BARR SCHOOL UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMR				2
DATE: 04/27/2015				

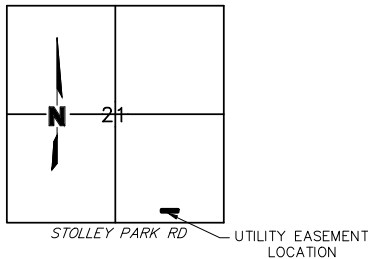


# UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



**LOCATION MAP**  
SEC. 21 T11N, R9W  
NOT TO SCALE




## LEGEND

- CALCULATED POINT
- FOUND CORNER
- EXISTING EASEMENT LINE
- EASEMENT LINE TO BE VACATED
- PROPERTY LINE
- UTILITY EASEMENT AREA

## UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 69.20 FEET; THENCE N00°08'05"W A DISTANCE OF 223.58 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING EASEMENT RECORDED IN INST. NO. 200608615, FILED SEP. 27, 2006, HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N40°16'55"E, ALONG SAID SOUTHERLY EASEMENT LINE, A DISTANCE OF 21.37 FEET; THENCE N88°46'22"E A DISTANCE OF 51.19 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SYLVAN STREET; THENCE S01°07'26"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET; THENCE S88°46'22"W A DISTANCE OF 65.33 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 932 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

DWG: F:\projects\015-0312\PBIN\EASEMENTS\015-0312 EASEMENT 3.dwg USER: jramirez  
DATE: Jul 20, 2015 12:41pm XREFS: 015-0312\_PBASE 0142905\_XTOPO Barr

PROJECT NO: 2015-0312	BARR SCHOOL UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMR				3
DATE: 04/27/2015				



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item F-1

**#9548 - Consideration of Vacation of Utility Easements Located at  
602 West Stolley Park Road (Grand Island Public Schools)**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** August 11, 2015

**Subject:** Consideration of Vacation of Utility Easements Located at 602 West Stolley Park Road (Grand Island Public Schools)

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

A utility easement was filed with Hall County Register of Deeds on September 13, 1995 as Document No. 95-106189 in Grand Island School Addition Subdivision. Two (2) other utility easements were filed with Hall County Register of Deeds on September 27, 2015 as Instrument No. 200608615. None of these utility easements are needed any longer to accommodate existing or proposed utilities and vacating all three (3) will support the redevelopment of this area.

## **Discussion**

The developer/property owner, Grand Island Public Schools is requesting to vacate such dedicated utility easements within Grand Island School Addition Subdivision. There are no utilities currently within these easements that will be affected by the vacation. The attached sketch details the referenced easements to be vacated.

## **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 pass an ordinance vacating the utility easements located in Grand Island School Addition Subdivision.

### **Sample Motion**

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9548

An ordinance to vacate existing utility easements and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing utility easements located in part of Lot One (1), Grand Island School Addition Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 320.09 FEET; THENCE N00°08'05"W A DISTANCE OF 123.01 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING EASEMENT RECORDED IN DOCUMENT NO. 95-106189, FILED SEPTEMBER 13, 1995 HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N19°42'17"W A DISTANCE OF 16.84 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 16' EASEMENT; THENCE N52°06'58"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 119.09 FEET; THENCE S03°47'58"W ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 102.03 FEET TO A POINT ON THE SOUTH LINE OF A 16' EASEMENT RECORDED IN BOOK 14, PAGE 559-561; THENCE N45°55'02"W A DISTANCE OF 20.97 FEET TO A POINT ON THE WEST LINE OF SAID 16' EASEMENT RECORDED IN DOCUMENT NO. 95-106189; THENCE N03°47'58"E, ALONG SAID EASEMENT, A DISTANCE OF 52.80 FEET; THENCE S52°06'58"W, ALONG SAID EASEMENT, A DISTANCE OF 88.67 FEET TO

Approved as to Form	▣ _____
August 7, 2015	▣ City Attorney



ORDINANCE NO. 9548 (Cont.)

THE POINT OF BEGINNING. SAID VACATED UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 2,900 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

AND

TRACT 2

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 325.76 FEET; THENCE N00°08'05"W A DISTANCE OF 139.22 FEET TO A POINT ON THE SOUTH LINE OF A 16' EASEMENT RECORDED IN DOCUMENT NO. 79-006977, FILED OCTOBER 23, 1979 HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N04°46'05"W A DISTANCE OF 16.00 FEET TO A POINT ON THE NORTHERLY LINE OF A 16' EASEMENT RECORDED IN INSTRUMENT NO. 200608615 FILED SEPTEMBER 27, 2006 HALL COUNTY REGISTER OF DEEDS; THENCE N85°13'55"E A DISTANCE OF 46.89 FEET; THENCE N43°18'55"E A DISTANCE OF 54.14 FEET; THENCE S46°41'05"E A DISTANCE OF 80.43 FEET; THENCE S89°53'05"E A DISTANCE OF 25.72 FEET; THENCE S40°16'55"E A DISTANCE OF 20.94 FEET; THENCE N89°53'05"W A DISTANCE OF 18.55 FEET; THENCE N46°41'05"W A DISTANCE OF 70.77 FEET; THENCE S43°18'55"W A DISTANCE OF 44.26 FEET; THENCE S85°13'55"W A DISTANCE OF 53.01 FEET TO THE POINT OF BEGINNING. SAID VACATED UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 3,150 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

AND

TRACT 3

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, SILVERWOOD SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N88°50'32"E A DISTANCE OF 115.62 FEET; THENCE N01°07'26"W A DISTANCE OF 44.92 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A 16' EASEMENT RECORDED IN INSTRUMENT NO. 200608615, HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N45°22'53"W A DISTANCE OF 22.00 FEET; THENCE N01°16'55"E A DISTANCE OF 11.80 FEET; THENCE N45°00'00"E A DISTANCE OF 110.00 FEET; THENCE S45°49'05"E A DISTANCE OF 52.17 FEET TO A POINT ON THE NORTHERLY LINE OF A 16' EASEMENT RECORDED IN DOCUMENT NO. 79-006977, FILED OCTOBER 23, 1979, HALL COUNTY REGISTER OF DEEDS; THENCE N43°03'55"E A DISTANCE OF 110.17 FEET; THENCE S44°34'05"E A DISTANCE OF 16.01 FEET; THENCE S43°03'55"W A DISTANCE OF 125.82 FEET; THENCE N45°49'05"W A DISTANCE OF 52.77 FEET; THENCE S44°57'55"W A DISTANCE OF 87.80 FEET; THENCE S01°16'55"W A DISTANCE OF 20.48 FEET TO THE POINT OF BEGINNING. SAID VACATED UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 4,565 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

is hereby vacated. Such easements to be vacated are shown and more particularly described on

Exhibits 1, 2 & 3 attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

- 2 -

ORDINANCE NO. 9548 (Cont.)

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. 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: August 11, 2015

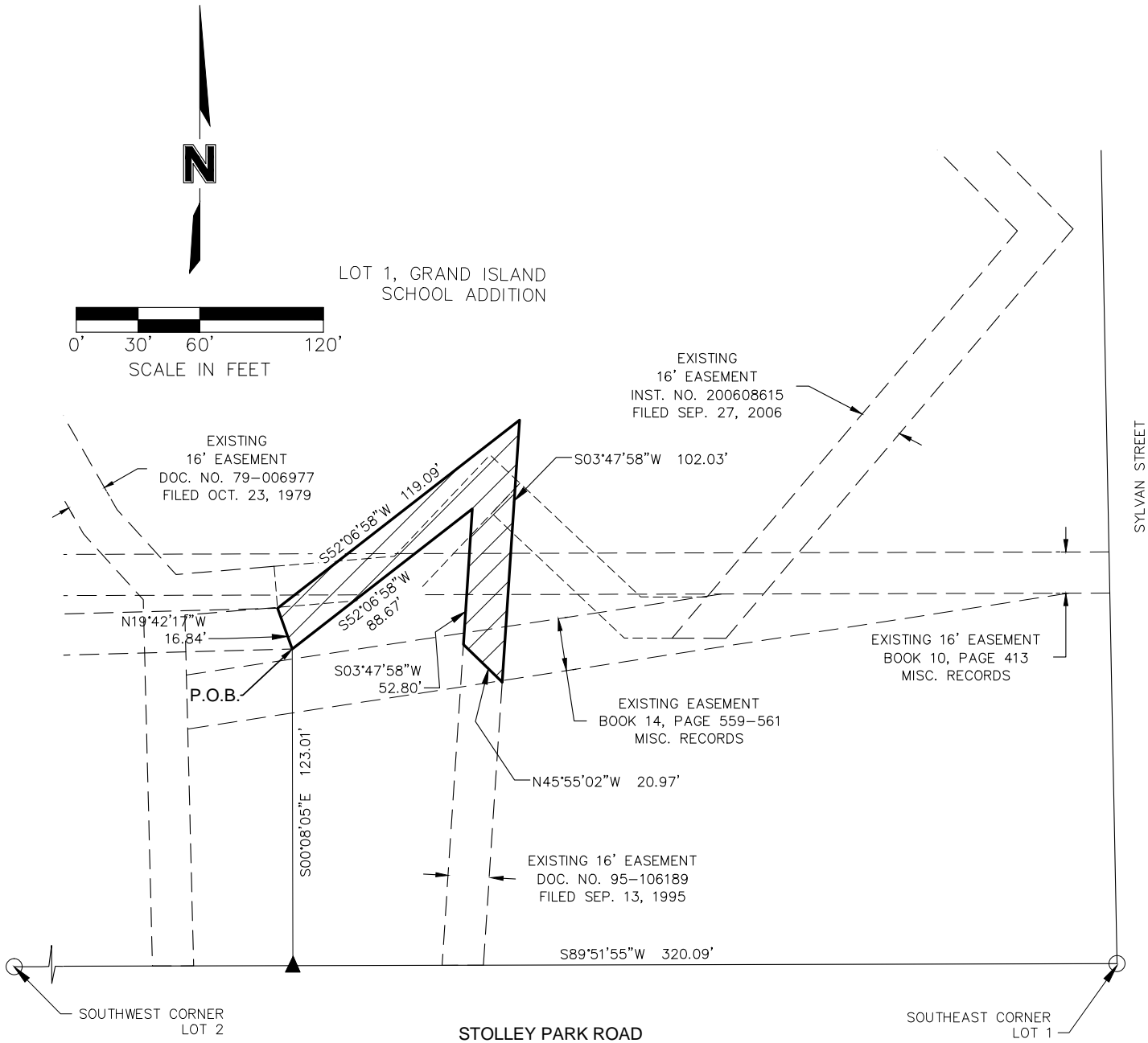
\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

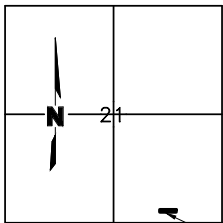
\_\_\_\_\_  
RaNae Edwards, City Clerk

VACATED UTILITY EASEMENT

HALL COUNTY, NEBRASKA



LOCATION MAP  
SEC. 21 T11N, R9W  
NOT TO SCALE



UTILITY EASEMENT LOCATION

LEGEND

- CALCULATED POINT
- FOUND CORNER
- EXISTING EASEMENT LINE
- EASEMENT LINE TO BE VACATED
- PROPERTY LINE
- UTILITY EASEMENT AREA

VACATED UTILITY EASEMENT DESCRIPTION

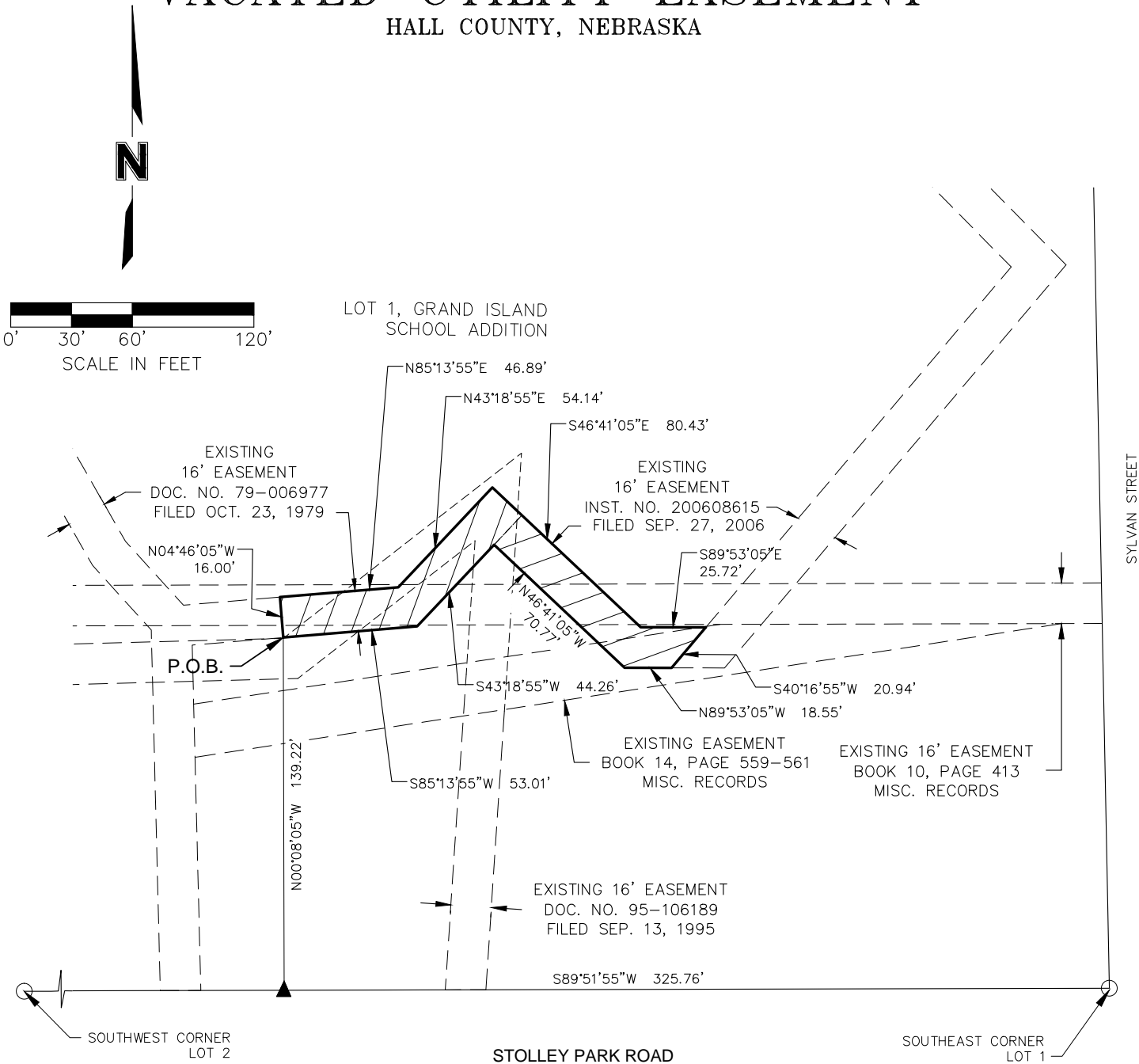
A VACATION OF PART OF A 16' UTILITY EASEMENT RECORDED IN DOC. NO. 95-106189, FILED SEP. 13, 1995 HALL COUNTY REGISTER OF DEEDS, LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 320.09 FEET; THENCE N00°08'05"W A DISTANCE OF 123.01 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING EASEMENT RECORDED IN DOC. NO. 95-106189, FILED SEP. 13, 1995 HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N19°42'17"W A DISTANCE OF 16.84 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 16' EASEMENT; THENCE N52°06'58"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 119.09 FEET; THENCE S03°47'58"W, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 102.03 FEET TO A POINT ON THE SOUTH LINE OF A 16' EASEMENT RECORDED IN BOOK 14, PAGE 559-561; THENCE N45°55'02"W A DISTANCE OF 20.97 FEET TO A POINT ON THE WEST LINE OF SAID 16' EASEMENT RECORDED IN DOC. 95-106189; THENCE N03°47'58"E, ALONG SAID EASEMENT, A DISTANCE OF 52.80 FEET; THENCE S52°06'58"W, ALONG SAID EASEMENT, A DISTANCE OF 88.67 FEET TO THE POINT OF BEGINNING. SAID VACATED UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 2,900 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

USER: jramirez  
DWC: F:\projects\015-0312\PBIN\EASEMENTS\015-0312 EASEMENT VACATED.dwg  
DATE: Apr 30, 2015 4:25pm  
XREFS: 015-0312\_PBASE 0142905\_XTOPO Barr

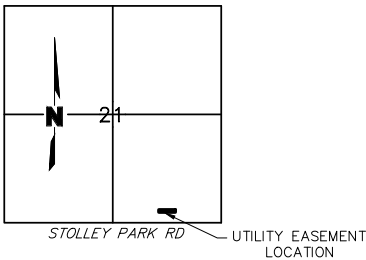
PROJECT NO: 2015-0312	BARR SCHOOL UTILITY VACATE EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JAS				1
DATE: 04/27/2015				

VACATED UTILITY EASEMENT

HALL COUNTY, NEBRASKA



LOCATION MAP  
SEC. 21 T11N, R9W  
NOT TO SCALE



LEGEND

- ▲ FOUND CORNER
- ⊕ CALCULATED POINT
- EXISTING EASEMENT LINE
- - - EASEMENT LINE TO BE VACATED
- \_\_\_ PROPERTY LINE
- [Hatched Box] UTILITY EASEMENT AREA

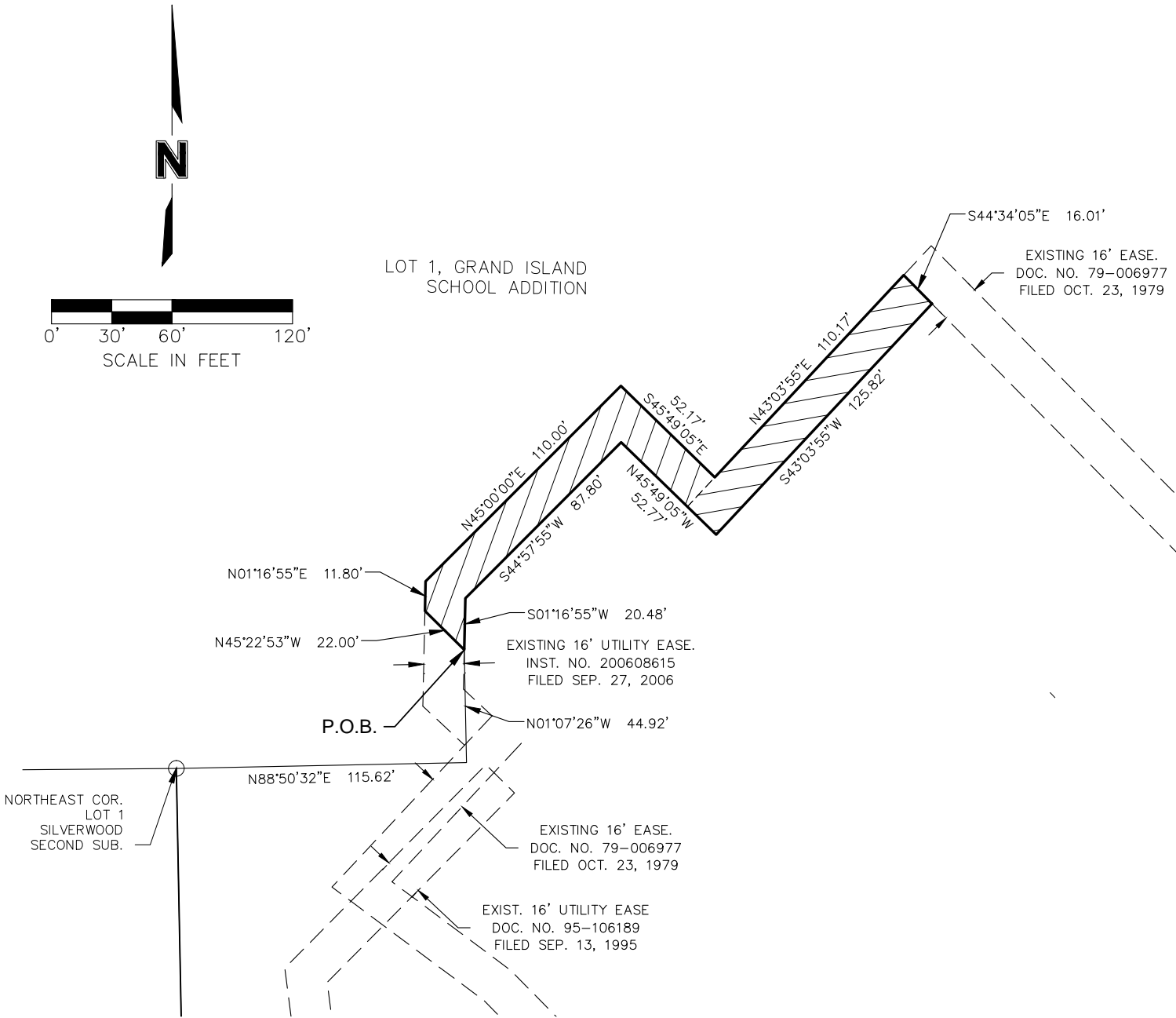
VACATED UTILITY EASEMENT DESCRIPTION

A VACATION OF PART OF A 16' EASEMENT RECORDED IN DOC. NO. 79-006977, FILED OCT. 23, 1979 HALL COUNTY REGISTER OF DEEDS AND PART OF A 16' UTILITY EASEMENT RECORDED IN INST. 200608615 FILED SEP. 27, 2006 HALL COUNTY REGISTER OF DEEDS LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 325.76 FEET; THENCE N00°08'05"W A DISTANCE OF 139.22 FEET TO A POINT ON THE SOUTH LINE OF A 16' EASEMENT RECORDED IN DOC. NO. 79-006977, FILED OCT. 23, 1979 HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N04°46'05"W A DISTANCE OF 16.00 FEET TO A POINT ON THE NORTHERLY LINE OF A 16' EASEMENT RECORDED IN INST. 200608615 FILED SEP. 27, 2006 HALL COUNTY REGISTER OF DEEDS; THENCE N85°13'55"E A DISTANCE OF 46.89 FEET; THENCE N43°18'55"E A DISTANCE OF 54.14 FEET; THENCE S46°41'05"E A DISTANCE OF 80.43 FEET; THENCE S89°53'05"E A DISTANCE OF 25.72 FEET; THENCE S40°16'55"E A DISTANCE OF 20.94 FEET; THENCE N89°53'05"W A DISTANCE OF 18.55 FEET; THENCE N46°41'05"W A DISTANCE OF 70.77 FEET; THENCE S43°18'55"W A DISTANCE OF 44.26 FEET; THENCE S85°13'55"W A DISTANCE OF 53.01 FEET TO THE POINT OF BEGINNING. SAID VACATED UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 3,150 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

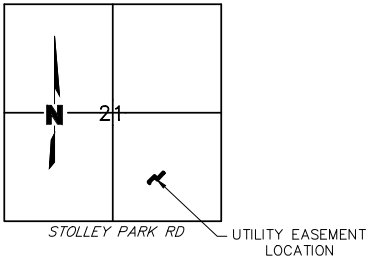
PROJECT NO: 2015-0312	BARR SCHOOL UTILITY VACATE EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JAS				2
DATE: 04/27/2015				

VACATED UTILITY EASEMENT

HALL COUNTY, NEBRASKA



LOCATION MAP  
SEC. 21 T11N, R9W  
NOT TO SCALE



LEGEND

- ⊕ FOUND CORNER
- EXISTING EASEMENT LINE
- - - EASEMENT LINE TO BE VACATED
- \_\_\_ PROPERTY LINE
- ▨ UTILITY EASEMENT AREA

VACATED UTILITY EASEMENT DESCRIPTION

A VACATION OF PART OF A 16' UTILITY EASEMENT RECORDED IN INST. NO. 200608615, HALL COUNTY REGISTER OF DEEDS AND A 16' EASEMENT RECORDED IN DOC. NO. 79-006977, FILED OCT. 23, 1979, HALL COUNTY REGISTER OF DEEDS LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, SILVERWOOD SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N88°50'32"E A DISTANCE OF 115.62 FEET; THENCE N01°07'26"W A DISTANCE OF 44.92 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A 16' EASEMENT RECORDED IN INST. NO. 200608615, HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N45°22'53"W A DISTANCE OF 22.00 FEET; THENCE N01°16'55"E A DISTANCE OF 11.80 FEET; THENCE N45°00'00"E A DISTANCE OF 110.00 FEET; THENCE S45°49'05"E A DISTANCE OF 52.17 FEET TO A POINT ON THE NORTHERLY LINE OF A 16' EASEMENT RECORDED IN DOC. NO. 79-006977, FILED OCT. 23, 1979, HALL COUNTY REGISTER OF DEEDS; THENCE N43°03'55"E A DISTANCE OF 110.17 FEET; THENCE S44°34'05"E A DISTANCE OF 16.01 FEET; THENCE S43°03'55"W A DISTANCE OF 125.82 FEET; THENCE N45°49'05"W A DISTANCE OF 52.77 FEET; THENCE S44°57'55"W A DISTANCE OF 87.80 FEET; THENCE S01°16'55"W A DISTANCE OF 20.48 FEET TO THE POINT OF BEGINNING. SAID VACATED UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 4,565 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

PROJECT NO: 2015-0312	BARR SCHOOL UTILITY VACATE EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMR				3
DATE: 04/27/2015				



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item F-2

### **#9549 - Consideration of Salary Ordinance**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** August 11, 2015

**Subject:** Consideration of Approving Salary Ordinance No. 9549

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

A Salary Ordinance is presented each year as a part of the budget process. Wages for City employees are presented to the City Council for approval in the form of a salary ordinance. Some wages are set as a part of negotiated labor agreements and others through salary surveys that are conducted.

## **Discussion**

Wage changes presented in this Ordinance are for all bargaining units according to their respective labor agreements and negotiated wages. The Ordinance also includes changes to the non-union positions. The non-union employee wages were presented to Council in 2013 with a three year plan for phased implementation. This would be year three of the implementation. This Ordinance executes the aforementioned wage changes.

The following information shows the average increases for each respective group. Please note, the averages were based on movement at the top step of the pay scale. Furthermore, some positions were higher and lower than the average.

AFSCME Labor Agreement will increase on average by 8.47%  
FOP Labor Agreement will increase on an average by 2.5%  
IAFF Labor Agreement will increase on an average by 3.4%  
IBEW Finance Labor Agreement will increase on an average by 3.92%  
IBEW Service/Clerical Labor Agreement will increase on an average by 3.84%  
IBEW Utilities Labor Agreement will increase on an average by 3.26%  
IBEW WWT Labor Agreement will increase on an average by 3.53%  
Non-Union will increase on an average by 5.03%

The wages represented in this proposed Ordinance are included in the proposed 2015/2016 fiscal year budget.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve proposed Salary Ordinance No. 9549.

## **Sample Motion**

Move to approve Salary Ordinance No. 9549.



## ORDINANCE NO. 9549

An ordinance to amend Ordinance 9538 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to add the non union position and salary range of Customer Service Team Leader; to add the non union position and salary range of Assistant Finance Director; to remove the non union position and salary range of Senior Accountant; to add the IBEW Finance position and salary range of Payroll Clerk~~ to add the non-union position and salary range of Victim/Witness Advocate; to amend the salary ranges of non-union employees; to amend the salary ranges of employees covered under the AFSCME labor agreement; to amend the salary ranges of employees covered under the IBEW Utilities, IBEW Finance, IBEW Wastewater and the IBEW Service Clerical labor agreements; to amend the salary ranges of employees covered under the FOP labor agreement; to amend the salary ranges of employees covered under the IAFF labor agreement; and to repeal those portions of Ordinance No. 9538 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Approved as to Form <input type="checkbox"/> _____ <input type="checkbox"/> City Attorney
--

ORDINANCE NO. 9549 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accountant	<a href="#"><u>22.9886/32.9003</u></a> <a href="#"><u>23.5633/33.7228</u></a>	Exempt
Accounting Technician – Solid Waste	<a href="#"><u>17.9715/23.0181</u></a> <a href="#"><u>19.5260/23.5936</u></a>	40 hrs/week
Assistant to the City Administrator	<a href="#"><u>22.3610/31.4778</u></a> <a href="#"><u>22.9200/32.2648</u></a>	Exempt
Assistant Finance Director	<a href="#"><u>32.1919/46.4935</u></a> <a href="#"><u>32.9968/47.6559</u></a>	Exempt
Assistant Public Works Director / Manager of Engineering Services	<a href="#"><u>33.2069/50.4151</u></a> <a href="#"><u>34.0370/51.6755</u></a>	Exempt
Assistant Utilities Director – Distribution	<a href="#"><u>47.6003/67.6416</u></a> <a href="#"><u>48.7903/69.3328</u></a>	Exempt
Assistant Utilities Director – Production	<a href="#"><u>51.5458/73.2746</u></a> <a href="#"><u>52.8344/75.1064</u></a>	Exempt
Assistant Utilities Director – Transmission	<a href="#"><u>51.5458/73.2746</u></a> <a href="#"><u>52.8344/75.1064</u></a>	Exempt
Attorney	<a href="#"><u>28.6056/44.1370</u></a> <a href="#"><u>29.3208/45.2405</u></a>	Exempt
Biosolids Technician	<a href="#"><u>18.1272/26.7290</u></a> <a href="#"><u>18.5804/27.3972</u></a>	40 hrs/week
Building Department Director	<a href="#"><u>33.5096/48.9906</u></a> <a href="#"><u>34.3474/50.2154</u></a>	Exempt
CADD Operator	<a href="#"><u>20.5851/29.6126</u></a> <a href="#"><u>21.0997/30.3529</u></a>	40 hrs/week
Cemetery Superintendent	<a href="#"><u>20.8630/30.9603</u></a> <a href="#"><u>21.3846/33.6384</u></a>	Exempt
City Administrator	<a href="#"><u>63.7373/79.0715</u></a> <a href="#"><u>69.4139/81.0483</u></a>	Exempt
City Attorney	<a href="#"><u>40.4963/58.3908</u></a> <a href="#"><u>41.5086/59.8505</u></a>	Exempt
City Clerk	<a href="#"><u>26.6290/38.0214</u></a> <a href="#"><u>28.7959/41.4076</u></a>	Exempt
Civil Engineer I	<a href="#"><u>27.7544/40.1236</u></a> <a href="#"><u>28.4483/41.1268</u></a>	Exempt
Civil Engineer II	<a href="#"><u>32.1919/46.4935</u></a> <a href="#"><u>32.9968/47.6559</u></a>	Exempt
Civil Engineering Manager – Utility PCC	<a href="#"><u>35.0629/52.4386</u></a> <a href="#"><u>35.9394/53.7496</u></a>	Exempt
Collection System Supervisor	<a href="#"><u>22.9674/32.6479</u></a> <a href="#"><u>23.5416/33.4641</u></a>	40 hrs/week
Community Service Officer	<a href="#"><u>14.1913/19.6625</u></a> <a href="#"><u>15.0188/21.2122</u></a>	40 hrs/week
Custodian – Library, Police	<a href="#"><u>13.0050/18.3520</u></a> <a href="#"><u>13.7301/19.7513</u></a>	40 hrs/week
Customer Service Representative – Part time	<a href="#"><u>8.8508/13.2762</u></a> <a href="#"><u>9.0721/13.6081</u></a>	40 hrs/week

ORDINANCE NO. 9549 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Customer Service Team Leader	<a href="#"><u>19.4006/26.5017</u></a> <a href="#"><u>19.8856/27.1643</u></a>	Exempt
Electric Distribution Superintendent	<a href="#"><u>36.0403/49.1560</u></a> <a href="#"><u>36.9413/50.3850</u></a>	Exempt
Electric Distribution Supervisor	<a href="#"><u>30.4351/41.5354</u></a> <a href="#"><u>31.1960/42.5738</u></a>	40 hrs/week
Electric Underground Superintendent	<a href="#"><u>32.0961/43.7850</u></a> <a href="#"><u>32.8985/44.8796</u></a>	Exempt
Electrical Engineer I	<a href="#"><u>27.7544/40.1236</u></a> <a href="#"><u>28.4483/41.1268</u></a>	Exempt
Electrical Engineer II	<a href="#"><u>32.1919/46.4935</u></a> <a href="#"><u>32.9968/47.6559</u></a>	Exempt
Emergency Management Deputy Director	<a href="#"><u>23.8588/34.3400</u></a> <a href="#"><u>24.4553/36.9584</u></a>	Exempt
Emergency Management Director	<a href="#"><u>33.9564/48.8590</u></a> <a href="#"><u>34.8053/52.5845</u></a>	Exempt
Engineer I – Public Works	<a href="#"><u>30.2438/42.5519</u></a> <a href="#"><u>30.9998/43.6156</u></a>	Exempt
Engineer I – WWTP	<a href="#"><u>30.2468/42.5519</u></a> <a href="#"><u>30.9998/43.6156</u></a>	Exempt
Engineering Technician - WWTP	<a href="#"><u>20.0738/28.3608</u></a> <a href="#"><u>20.5756/29.0698</u></a>	40 hrs/week
Equipment Operator - Solid Waste	<a href="#"><u>17.2286/24.9764</u></a> <a href="#"><u>17.6593/26.2408</u></a>	40 hrs/week
Finance Director	<a href="#"><u>39.3885/59.0413</u></a> <a href="#"><u>40.3733/63.5433</u></a>	Exempt
Finance Operations Supervisor	<a href="#"><u>20.9100/29.5674</u></a> <a href="#"><u>21.4328/30.3065</u></a>	Exempt
Fire Chief	<a href="#"><u>38.0334/56.7241</u></a> <a href="#"><u>38.9843/61.0493</u></a>	Exempt
Fire EMS Division Chief	<a href="#"><u>32.6600/47.1433</u></a> <a href="#"><u>34.5645/48.9259</u></a>	Exempt
Fire Operations Division Chief	<a href="#"><u>32.6600/47.1433</u></a> <a href="#"><u>34.5645/48.9259</u></a>	Exempt
Fire Prevention Division Chief	<a href="#"><u>32.6600/45.7964</u></a> <a href="#"><u>34.4808/46.9413</u></a>	Exempt
Fleet Services Shop Foreman	<a href="#"><u>22.6375/32.1368</u></a> <a href="#"><u>23.2034/34.9990</u></a>	40 hrs/week
GIS Coordinator - PW	<a href="#"><u>25.1945/38.2633</u></a> <a href="#"><u>25.8244/39.2199</u></a>	40 hrs/week
Golf Course Superintendent	<a href="#"><u>24.2651/35.0203</u></a> <a href="#"><u>24.8718/35.8958</u></a>	Exempt
Grounds Management Crew Chief – Cemetery	<a href="#"><u>18.5580/28.2286</u></a> <a href="#"><u>19.0220/30.1640</u></a>	40 hrs/week
Grounds Management Crew Chief – Parks	<a href="#"><u>19.5364/29.0753</u></a> <a href="#"><u>20.0248/30.3237</u></a>	40 hrs/week

ORDINANCE NO. 9549 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Human Resources Director	<a href="#"><u>34.2649/50.7704</u></a> <a href="#"><u>35.1215/52.0396</u></a>	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	<a href="#"><u>19.6100/30.4434</u></a> <a href="#"><u>20.7535/33.1548</u></a>	40 hrs/week
Human Resources Recruiter	<a href="#"><u>19.6100/30.4434</u></a> <a href="#"><u>20.7535/33.1548</u></a>	40 hrs/week
Human Resources Specialist	<a href="#"><u>19.1903/29.6632</u></a> <a href="#"><u>20.8994/33.9014</u></a>	40 hrs/week
Information Technology Manager	<a href="#"><u>33.9584/50.0820</u></a> <a href="#"><u>34.8074/55.1841</u></a>	Exempt
Legal Secretary	<a href="#"><u>20.1802/27.2731</u></a> <a href="#"><u>20.6847/27.9549</u></a>	40 hrs/week
Librarian I	<a href="#"><u>18.2883/25.6853</u></a> <a href="#"><u>18.7455/26.3274</u></a>	Exempt
Librarian II	<a href="#"><u>20.2526/28.8054</u></a> <a href="#"><u>20.7590/29.5255</u></a>	Exempt
Library Assistant I	<a href="#"><u>12.3507/17.8495</u></a> <a href="#"><u>12.6595/18.2957</u></a>	40 hrs/week
Library Assistant II	<a href="#"><u>15.0006/20.6771</u></a> <a href="#"><u>15.6447/22.1478</u></a>	40 hrs/week
Library Assistant Director	<a href="#"><u>27.6411/41.9108</u></a> <a href="#"><u>31.5904/49.4024</u></a>	Exempt
Library Director	<a href="#"><u>35.6605/51.9403</u></a> <a href="#"><u>39.7504/58.9620</u></a>	Exempt
Library Page	<a href="#"><u>8.0000/11.3326</u></a> <a href="#"><u>8.2000/11.6159</u></a>	40 hrs/week
Library Secretary	<a href="#"><u>15.1825/21.5769</u></a> <a href="#"><u>15.7519/22.3860</u></a>	40 hrs/week
Maintenance Worker – Golf	<a href="#"><u>15.2398/23.1708</u></a> <a href="#"><u>15.6208/24.9970</u></a>	40 hrs/week
Meter Reader Supervisor	<a href="#"><u>18.7488/27.3890</u></a> <a href="#"><u>19.2174/28.0738</u></a>	Exempt
MPO Program Manager	<a href="#"><u>24.1900/35.9570</u></a> <a href="#"><u>24.7948/36.8559</u></a>	Exempt
Office Manager – Police Department	<a href="#"><u>17.5184/24.6771</u></a> <a href="#"><u>17.9564/26.4955</u></a>	40 hrs/week
Parks and Recreation Director	<a href="#"><u>37.5134/54.7930</u></a> <a href="#"><u>38.4511/60.0943</u></a>	Exempt
Parks Superintendent	<a href="#"><u>26.2129/38.1401</u></a> <a href="#"><u>27.2713/41.6346</u></a>	Exempt
Payroll Specialist	<a href="#"><u>18.3412/26.3055</u></a> <a href="#"><u>18.7997/28.1091</u></a>	40 hrs/week
Planning Director	<a href="#"><u>36.7534/53.3309</u></a> <a href="#"><u>37.6723/57.6708</u></a>	Exempt
Police Captain	<a href="#"><u>32.1609/45.5589</u></a> <a href="#"><u>34.9429/49.7333</u></a>	Exempt

ORDINANCE NO. 9549 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Police Chief	<a href="#"><u>39.5548/56.7241</u></a> <a href="#"><u>42.1654/61.0493</u></a>	Exempt
Power Plant Maintenance Supervisor	<a href="#"><u>30.8105/43.5488</u></a> <a href="#"><u>31.5808/44.6375</u></a>	Exempt
Power Plant Operations Supervisor	<a href="#"><u>34.2469/49.0714</u></a> <a href="#"><u>35.6296/50.2981</u></a>	Exempt
Power Plant Superintendent – Burdick	<a href="#"><u>37.3294/53.0324</u></a> <a href="#"><u>38.2626/54.3581</u></a>	Exempt
Power Plant Superintendent – PGS	<a href="#"><u>43.0351/61.1099</u></a> <a href="#"><u>44.1110/62.6376</u></a>	Exempt
Public Information Officer	<a href="#"><u>24.0579/35.4724</u></a> <a href="#"><u>26.1389/39.4498</u></a>	Exempt
Public Works Director	<a href="#"><u>39.8259/59.1275</u></a> <a href="#"><u>40.8216/63.4845</u></a>	Exempt
Public Works Engineer	<a href="#"><u>31.5741/45.6556</u></a> <a href="#"><u>32.3635/46.7971</u></a>	Exempt
Receptionist	<a href="#"><u>14.6124/21.9522</u></a> <a href="#"><u>15.7641/24.1323</u></a>	40 hrs/week
Recreation Coordinator	<a href="#"><u>19.0905/28.0424</u></a> <a href="#"><u>20.5951/30.9711</u></a>	Exempt
Recreation Superintendent	<a href="#"><u>27.6185/41.2440</u></a> <a href="#"><u>31.4938/47.9823</u></a>	Exempt
Regulatory and Environmental Manager	<a href="#"><u>30.3109/44.6594</u></a> <a href="#"><u>31.0686/45.7759</u></a>	Exempt
Senior Electrical Engineer	<a href="#"><u>35.2271/50.8778</u></a> <a href="#"><u>36.1078/52.1496</u></a>	Exempt
Senior Public Safety Dispatcher	<a href="#"><u>18.3667/24.2591</u></a> <a href="#"><u>18.8259/24.8656</u></a>	40 hrs/week
Senior Utility Secretary	<a href="#"><u>15.6579/22.3584</u></a> <a href="#"><u>16.0493/22.9174</u></a>	40 hrs/week
Shooting Range Superintendent	<a href="#"><u>24.3135/36.2336</u></a> <a href="#"><u>25.2951/39.5535</u></a>	Exempt
Solid Waste Division Clerk - Full Time	<a href="#"><u>17.0806/22.3412</u></a> <a href="#"><u>18.6018/22.8997</u></a>	40 hrs/week
Solid Waste Division Clerk - Part Time	<a href="#"><u>15.2083/20.2869</u></a> <a href="#"><u>16.5628/20.7941</u></a>	40 hrs/week
Solid Waste Foreman	<a href="#"><u>19.4289/27.5942</u></a> <a href="#"><u>21.2589/30.4054</u></a>	40 hrs/week
Solid Waste Superintendent	<a href="#"><u>27.7256/41.2443</u></a> <a href="#"><u>30.2660/46.2916</u></a>	Exempt
Street Superintendent	<a href="#"><u>27.2993/40.1226</u></a> <a href="#"><u>27.9816/42.5650</u></a>	Exempt
Street Foreman	<a href="#"><u>21.6740/31.3880</u></a> <a href="#"><u>22.6046/34.1031</u></a>	40 hrs/week
Turf Management Specialist	<a href="#"><u>21.8079/30.8715</u></a> <a href="#"><u>22.3531/31.6433</u></a>	40 hrs/week

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<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Utilities Director	<a href="#">65.0835/89.0128</a> <a href="#">72.3810/96.4843</a>	Exempt
Utility Production Engineer	<a href="#">36.0255/53.1054</a> <a href="#">36.9261/54.4330</a>	Exempt
Utility Warehouse Supervisor	<a href="#">24.4887/34.9820</a> <a href="#">25.1009/35.8566</a>	40 hrs/week
Victim Assistance Unit Coordinator	<a href="#">14.4738/20.7240</a> <a href="#">14.8356/22.1980</a>	40 hrs/week
<a href="#">Victim/Witness Advocate</a>	<a href="#">13.5989/20.3476</a>	<a href="#">40 hrs/week</a>
Wastewater Plant Chief Operator	<a href="#">22.2252/30.7296</a> <a href="#">23.0656/31.4978</a>	40 hrs/week
Wastewater Plant Engineer	<a href="#">32.7969/47.7791</a> <a href="#">33.6168/48.9736</a>	Exempt
Wastewater Plant Operations Engineer	<a href="#">31.5741/45.1003</a> <a href="#">32.3635/46.2278</a>	Exempt
Wastewater Plant Maintenance Supervisor	<a href="#">24.3715/32.8181</a> <a href="#">24.9808/33.6386</a>	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	<a href="#">25.8665/36.9703</a> <a href="#">26.5131/37.8945</a>	Exempt
Water Superintendent	<a href="#">28.4074/41.4713</a> <a href="#">30.5735/45.3774</a>	Exempt
Water Supervisor	<a href="#">23.5898/34.2437</a> <a href="#">24.1795/35.0998</a>	40 hrs/week
Worker / Seasonal	8.0000/20.0000	Exempt
Worker / Temporary	8.0000/20.0000	40 hrs/week

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work full shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

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

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Equipment Operator – Streets	<a href="#">16.1640/23.9447</a> <a href="#">17.6592/26.1596</a>	40 hrs/week
Fleet Services Mechanic	<a href="#">18.3122/27.1309</a> <a href="#">19.8687/29.4370</a>	40 hrs/week
Horticulturist	<a href="#">17.5359/26.0270</a> <a href="#">19.6840/29.2153</a>	40 hrs/week
Maintenance Worker – Cemetery	<a href="#">15.7845/23.4024</a> <a href="#">16.9683/25.1576</a>	40 hrs/week
Maintenance Worker – Parks	<a href="#">15.6427/23.2057</a> <a href="#">16.7768/24.8881</a>	40 hrs/week
Maintenance Worker – Streets	<a href="#">15.4192/22.8578</a> <a href="#">16.6527/24.6864</a>	40 hrs/week
Senior Equipment Operator – Streets	<a href="#">17.5883/26.0865</a> <a href="#">19.0833/28.3039</a>	40 hrs/week
Senior Maintenance Worker – Streets	<a href="#">17.5478/26.0264</a> <a href="#">18.9955/28.1736</a>	40 hrs/week
Traffic Signal Technician	<a href="#">17.5072/25.9663</a> <a href="#">18.9078/28.0436</a>	40 hrs/week

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	<a href="#">15.9556/21.1141</a> <a href="#">16.5539/21.9059</a>	40 hrs/week
Cashier	<a href="#">14.7504/20.0999</a> <a href="#">15.4142/21.0044</a>	40 hrs/week
Custodian	<a href="#">16.4824/19.4635</a> <a href="#">16.8533/19.9014</a>	40 hrs/week
Electric Distribution Crew Chief	<a href="#">31.5374/40.1096</a> <a href="#">32.2470/41.0121</a>	40 hrs/week
Electric Underground Crew Chief	<a href="#">31.5374/40.1096</a> <a href="#">32.2470/41.0121</a>	40 hrs/week

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<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Engineering Technician I	<a href="#"><u>19.3051/27.6220</u></a> <a href="#"><u>19.7395/28.2435</u></a>	40 hrs/week
Engineering Technician II	<a href="#"><u>23.8649/32.7220</u></a> <a href="#"><u>24.4019/33.4582</u></a>	40 hrs/week
Instrument Technician	<a href="#"><u>29.2910/38.6958</u></a> <a href="#"><u>29.9500/39.5665</u></a>	40 hrs/week
Lineworker Apprentice	<a href="#"><u>20.0501/29.3996</u></a> <a href="#"><u>21.7042/31.8251</u></a>	40 hrs/week
Lineworker First Class	<a href="#"><u>29.8350/35.2863</u></a> <a href="#"><u>31.6997/37.4917</u></a>	40 hrs/week
Materials Handler	<a href="#"><u>22.9057/30.7045</u></a> <a href="#"><u>23.4211/31.3954</u></a>	40 hrs/week
Meter Reader	<a href="#"><u>17.4937/22.8123</u></a> <a href="#"><u>18.1497/23.6678</u></a>	40 hrs/week
Meter Technician	<a href="#"><u>23.5203/29.0688</u></a> <a href="#"><u>24.4611/30.2316</u></a>	40 hrs/week
Payroll Clerk	<a href="#"><u>15.9556/21.1141</u></a> <a href="#"><u>16.5539/21.9059</u></a>	40 hrs/week
Power Dispatcher I	<a href="#"><u>27.7874/38.6353</u></a> <a href="#"><u>28.4126/39.5046</u></a>	40 hrs/week
Power Dispatcher II	<a href="#"><u>29.1854/40.5728</u></a> <a href="#"><u>29.8421/41.4857</u></a>	40 hrs/week
Power Plant Maintenance Mechanic	<a href="#"><u>27.8819/34.7182</u></a> <a href="#"><u>28.9972/36.1069</u></a>	40 hrs/week
Power Plant Operator	<a href="#"><u>31.0740/36.1958</u></a> <a href="#"><u>31.7732/37.0102</u></a>	40 hrs/week
Senior Accounting Clerk	<a href="#"><u>17.8912/23.4360</u></a> <a href="#"><u>18.5174/24.2563</u></a>	40 hrs/week
Senior Engineering Technician	<a href="#"><u>31.0860/38.0423</u></a> <a href="#"><u>31.7854/38.8983</u></a>	40 hrs/week
Senior Materials Handler	<a href="#"><u>27.7582/36.2068</u></a> <a href="#"><u>28.3828/37.0215</u></a>	40 hrs/week
Senior Meter Reader	<a href="#"><u>20.7188/24.5907</u></a> <a href="#"><u>21.4958/25.5129</u></a>	40 hrs/week
Senior Power Dispatcher	<a href="#"><u>34.7740/47.7197</u></a> <a href="#"><u>35.5564/48.7934</u></a>	40 hrs/week
Senior Power Plant Operator	<a href="#"><u>32.7054/41.9272</u></a> <a href="#"><u>34.8313/44.6525</u></a>	40 hrs/week
Senior Substation Technician	<a href="#"><u>37.7867/39.1631</u></a> <a href="#"><u>38.6369/40.0443</u></a>	40 hrs/week
Senior Water Maintenance Worker	<a href="#"><u>22.7186/29.9152</u></a> <a href="#"><u>23.7409/31.2614</u></a>	40 hrs/week
Substation Technician	<a href="#"><u>34.9805/36.3691</u></a> <a href="#"><u>35.7676/37.1874</u></a>	40 hrs/week
Systems Technician	<a href="#"><u>30.8277/39.1631</u></a> <a href="#"><u>31.5213/40.0443</u></a>	40 hrs/week
Tree Trim Crew Chief	<a href="#"><u>27.9451/34.7038</u></a>	40 hrs/week



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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<a href="#"><u>29.0629/36.0920</u></a>	
Utility Electrician	<a href="#"><u>27.2778/35.8483</u></a> <a href="#"><u>27.8916/36.6549</u></a>	40 hrs/week
Utility Technician	<a href="#"><u>26.3840/37.1128</u></a> <a href="#"><u>26.9776/37.9478</u></a>	40 hrs/week
Utility Warehouse Clerk	<a href="#"><u>20.2102/24.9346</u></a> <a href="#"><u>21.0186/25.9320</u></a>	40 hrs/week
Water Maintenance Worker	<a href="#"><u>18.9281/26.1756</u></a> <a href="#"><u>19.4013/26.8300</u></a>	40 hrs/week
Wireworker I	<a href="#"><u>21.5148/30.4219</u></a> <a href="#"><u>22.8595/32.3233</u></a>	40 hrs/week
Wireworker II	<a href="#"><u>29.8350/35.2863</u></a> <a href="#"><u>31.6997/37.4917</u></a>	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	
Police Officer	<a href="#"><u>19.8680/29.2110</u></a> <a href="#"><u>20.3647/31.1988</u></a>	
Police Sergeant	<a href="#"><u>24.8667/35.8359</u></a> <a href="#"><u>25.4884/38.2746</u></a>	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked,

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vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	<del>18.7981/26.0650</del> <u>19.3620/26.8470</u>	212 hrs/28 days
Firefighter / EMT	<del>14.0979/20.4591</del> <u>14.5913/21.1752</u>	212 hrs/28 days
Firefighter / Paramedic	<del>15.8872/22.4380</del> <u>16.4433/23.2233</u>	212 hrs/28 days

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Life Safety Inspector	<a href="#"><u>21.4104/30.3788</u></a> <a href="#"><u>22.1598/31.4421</u></a>	40 hrs/week
Shift Commander	<a href="#"><u>22.7027/29.7114</u></a> <a href="#"><u>23.4973/30.7513</u></a>	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – WWTP	<a href="#"><u>15.9229/22.4051</u></a> <a href="#"><u>16.6792/23.4693</u></a>	40 hrs/week
Equipment Operator – WWTP	<a href="#"><u>17.2575/24.2831</u></a> <a href="#"><u>17.6458/24.8295</u></a>	40 hrs/week
Maintenance Mechanic I	<a href="#"><u>17.6458/24.8295</u></a> <a href="#"><u>18.0428/25.3881</u></a>	40 hrs/week
Maintenance Mechanic II	<a href="#"><u>19.9508/28.0728</u></a> <a href="#"><u>20.5493/28.9150</u></a>	40 hrs/week
Maintenance Worker – WWTP	<a href="#"><u>17.8184/25.0723</u></a> <a href="#"><u>18.3529/25.8245</u></a>	40 hrs/week
Wastewater Clerk	<a href="#"><u>13.6019/19.1390</u></a> <a href="#"><u>14.2480/20.0481</u></a>	40 hrs/week
Wastewater Plant Laboratory Technician	<a href="#"><u>18.8233/26.4862</u></a> <a href="#"><u>19.3409/27.2145</u></a>	40 hrs/week
Wastewater Plant Operator I	<a href="#"><u>16.1293/22.6958</u></a> <a href="#"><u>16.8551/23.7171</u></a>	40 hrs/week
Wastewater Plant Operator II	<a href="#"><u>18.0341/25.3758</u></a>	40 hrs/week

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	<a href="#"><u>18.8456/26.5178</u></a>	
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Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – Streets	<a href="#"><u>16.9739/22.6583</u></a> <a href="#"><u>17.6953/23.6213</u></a>	40 hrs/week
Accounts Payable Clerk	<a href="#"><u>15.9842/23.1260</u></a> <a href="#"><u>16.5436/23.9354</u></a>	40 hrs/week
Administrative Assistant	<a href="#"><u>16.9879/24.3654</u></a> <a href="#"><u>17.9647/25.7664</u></a>	40 hrs/week
Administrative Assistant - Parks	<a href="#"><u>16.2511/23.0955</u></a> <a href="#"><u>17.4699/24.8277</u></a>	40 hrs/week
Audio Video Technician	<a href="#"><u>17.0679/24.0784</u></a> <a href="#"><u>17.9640/25.3425</u></a>	40 hrs/week
Building Inspector	<a href="#"><u>20.6101/29.2433</u></a> <a href="#"><u>21.1769/30.0475</u></a>	40 hrs/week
Building Secretary	<a href="#"><u>15.6842/22.2899</u></a> <a href="#"><u>16.2724/23.1257</u></a>	40 hrs/week
Community Development Administrator	<a href="#"><u>18.5072/26.6099</u></a> <a href="#"><u>19.5714/28.1399</u></a>	40 hrs/week
Community Development Specialist	<a href="#"><u>16.9879/24.3654</u></a> <a href="#"><u>17.9647/25.7664</u></a>	40 hrs/week
Computer Operator	<a href="#"><u>20.5388/26.9996</u></a> <a href="#"><u>21.6171/28.4170</u></a>	40 hrs/week
Computer Programmer	<a href="#"><u>22.7577/33.3521</u></a>	40 hrs/week

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	<a href="#"><u>23.2129/34.0191</u></a>	
Computer Technician	<a href="#"><u>21.1549/27.8100</u></a> <a href="#"><u>22.2655/29.2700</u></a>	40 hrs/week
Crime Analyst	<a href="#"><u>18.7931/26.6798</u></a> <a href="#"><u>19.7328/28.0138</u></a>	40 hrs/week
Electrical Inspector	<a href="#"><u>20.6101/29.2433</u></a> <a href="#"><u>21.1769/30.0475</u></a>	40 hrs/week
Emergency Management Coordinator	<a href="#"><u>16.2511/23.0955</u></a> <a href="#"><u>17.4699/24.8277</u></a>	40 hrs/week
Engineering Technician – Public Works	<a href="#"><u>20.6353/29.1027</u></a> <a href="#"><u>20.8417/29.3937</u></a>	40 hrs/week
Evidence Technician	<a href="#"><u>15.4963/22.6768</u></a> <a href="#"><u>15.9999/23.4138</u></a>	40 hrs/week
Finance Secretary	<a href="#"><u>15.6842/22.2899</u></a> <a href="#"><u>16.2724/23.1258</u></a>	40 hrs/week
GIS Coordinator	<a href="#"><u>24.0812/33.7908</u></a> <a href="#"><u>25.2853/35.4803</u></a>	40 hrs/week
Maintenance Worker I – Building, Library	<a href="#"><u>15.7703/21.3427</u></a> <a href="#"><u>16.1251/21.8229</u></a>	40 hrs/week
Maintenance Worker II – Building, Police	<a href="#"><u>16.6192/22.5290</u></a> <a href="#"><u>16.9931/23.0359</u></a>	40 hrs/week
Planning Secretary	<a href="#"><u>15.6842/22.2899</u></a> <a href="#"><u>16.2724/23.1258</u></a>	40 hrs/week
Planning Technician	<a href="#"><u>21.5251/30.2849</u></a> <a href="#"><u>22.3861/31.4963</u></a>	40 hrs/week
Plans Examiner	<a href="#"><u>20.8608/29.5990</u></a> <a href="#"><u>21.6952/30.7830</u></a>	40 hrs/week
Plumbing Inspector	<a href="#"><u>20.6101/29.2433</u></a> <a href="#"><u>21.1769/30.0475</u></a>	40 hrs/week
Police Records Clerk – Full Time	<a href="#"><u>14.0354/19.5366</u></a> <a href="#"><u>14.5968/20.3181</u></a>	40 hrs/week
Public Safety Dispatcher	<a href="#"><u>15.6560/22.8690</u></a> <a href="#"><u>16.0865/23.4979</u></a>	40 hrs/week
Shooting Range Operator	<a href="#"><u>21.5681/29.2359</u></a> <a href="#"><u>22.2151/30.1130</u></a>	40 hrs/week
Stormwater Technician	<a href="#"><u>20.6353/29.1027</u></a> <a href="#"><u>21.0996/29.7575</u></a>	40 hrs/week
Utility Secretary	<a href="#"><u>15.6842/22.2899</u></a> <a href="#"><u>16.2724/23.1258</u></a>	40 hrs/week

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work full shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day

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shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant

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clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,500 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

ORDINANCE NO. 9549 (Cont.)

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at  $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$ ), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on



ORDINANCE NO. 9549 (Cont.)

their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at  $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$ ). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at  $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$ .) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at  $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$ ). Employees

ORDINANCE NO. 9549 (Cont.)

hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at  $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$ ), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed six hundred forty hours ( $50\% \times 1,280 \text{ hours} = 640 \text{ hrs.}$ ), based on the employee's salary at the time of their death.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay

ORDINANCE NO. 9549 (Cont.)

period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law [effective October 5, 2015](#).

SECTION 13. Those portions of Ordinance No. 9538 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: August 11, 2015

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item F-3

### **#9550 - Consideration of Assessments for Westgate Road Paving District No. 1261; North Road to Copper Road**

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

Staff Contact: John Collins, P.E. - Public Works Director

## ORDINANCE NO. 9550

An ordinance assessing and levying a special tax to pay the cost of Westgate Road Paving District No. 1261; North Road to Copper Road of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of Westgate Road Paving District No. 1261; North Road to Copper Road, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400150671	LITTLE B'S CORPORATION	LOT 1, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 96,508.51
400150672	LITTLE B'S CORPORATION	LOT 2, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 680.32
400150677	LITTLE B'S CORPORATION	LOT 11, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 1,635.27
400150678	LITTLE B'S CORPORATION	LOT 12, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 91,094.05
400150679	LITTLE B'S CORPORATION	LOT 13, WESTGATE INDUSTRIAL PARK 2 <sup>ND</sup> SUBDIVISION	\$ 109,353.36
400150700	NEBCO, INC.	LOT 2, CHIEF/WESTGATE SUBDIVISION	\$ 745.98
400166860	CHIEF INDUSTRIES, INC.	LOT 3, CHIEF/WESTGATE SUBDIVISION	\$ 153,030.04
400150708	CHIEF INDUSTRIES, INC.	LOT 4, CHIEF/WESTGATE SUBDIVISION	\$ 68,269.99
400293447	BOSSelman THREE, LLC	PART OF LOT 2, WESTGATE FOURTH SUBDIVISION	\$ 107,136.73
			\$ 628,454.25

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney

ORDINANCE NO. 9550 (Cont.)

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in ten days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

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

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

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

Enacted: August 11, 2015

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, August 11, 2015**

**Council Session**

## **Item F-4**

**#9551 - Consideration of Vacation of Utility Easement Located at  
620 West State Street (Super Market Developers, Inc.)**

**Staff Contact: John Collins, P.E. - Public Works Director**

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** August 11, 2015

**Subject:** Consideration of Vacation of Utility Easement Located at 620 West State Street (Super Market Developers, Inc.)

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

A utility easement was filed with Hall County Register of Deeds on January 14, 1987 as Instrument No. 87-100216 located in Lot Six (6) of Home Subdivision. This utility easement is no longer needed to accommodate existing or proposed utilities and vacating it will support the redevelopment of this area.

## **Discussion**

The developer/property owner, Super Market Developers, Inc., is requesting to vacate such dedicated utility easement within Home Subdivision. There are no utilities currently within this easement that will be affected by the vacation. The attached sketch details the referenced easement to be vacated.

## **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 pass an ordinance vacating the utility easement located in Home Subdivision.

## **Sample Motion**

Move to pass an ordinance vacating the easement.



ORDINANCE NO. 9551

An ordinance to vacate an existing utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That a permanent electrical easement as described in Instrument No. 87-100216, filed January 14, 1987, originally located in Lot Six (6) of Home Subdivision in the City of Grand Island, Hall County, Nebraska, now located in Lot One (1) of Skag-Way Second Subdivision in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF S89°39'16"W ALONG A NORTH LINE OF SAID LOT 1 A DISTANCE OF 82.82 FEET TO THE NORTHEAST CORNER OF SAID PERMANENT ELECTRICAL EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S11°44'28"W A DISTANCE OF 277.86 FEET; THENCE N83°37'41"E A DISTANCE OF 143.75 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°47'25"E ALONG SAID EAST LINE A DISTANCE OF 16.08 FEET; THENCE S83°37'41"W A DISTANCE OF 164.25 FEET; THENCE N11°44'28"E A DISTANCE OF 296.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE N89°39'16"E ALONG SAID NORTH LINE A DISTANCE OF 16.36 FEET TO THE POINT OF BEGINNING.

is hereby vacated. Such easement to be vacated is shown and more particularly described on

Approved as to Form	by _____
August 7, 2015	City Attorney

ORDINANCE NO. 9551 (Cont.)

Exhibits 1 attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. 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: August 11, 2015

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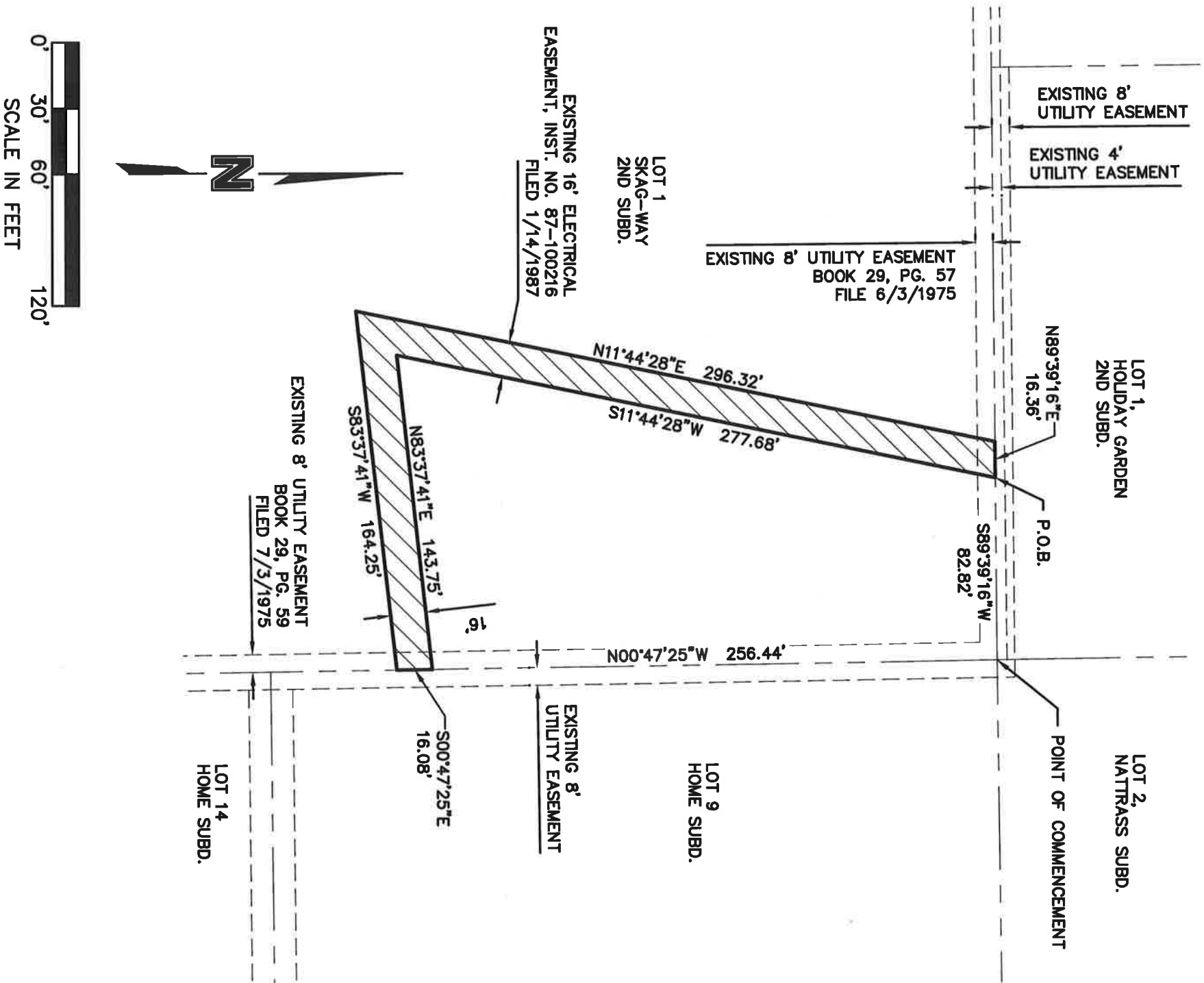
Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

# EASEMENT VACATION



## EASEMENT DESCRIPTION

A PERMANENT ELECTRICAL EASEMENT AS DESCRIBED IN INSTRUMENT NUMBER 87-100216, FILED JANUARY 14, 1987, ORIGINALLY LOCATED IN LOT 6 OF HOME SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, NOW LOCATED IN LOT 1 OF SKAG-WAY SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF S89°39'16"W ALONG A NORTH LINE OF SAID LOT 1 A DISTANCE OF 82.82 FEET TO THE NORTHEAST CORNER OF SAID PERMANENT ELECTRICAL EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S11°44'28"W A DISTANCE OF 277.86 FEET; THENCE N83°37'41"E A DISTANCE OF 143.75 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°47'25"E ALONG SAID EAST LINE A DISTANCE OF 16.08 FEET; THENCE S83°37'41"W A DISTANCE OF 164.25 FEET; THENCE N11°44'28"E A DISTANCE OF 296.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE N89°39'16"E ALONG SAID NORTH LINE A DISTANCE OF 16.36 FEET TO THE POINT OF BEGINNING.



# **City of Grand Island**

**Tuesday, August 11, 2015**

**Council Session**

## **Item G-1**

**Approving Minutes of July 28, 2015 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
July 28, 2015

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 28, 2015. Notice of the meeting was given in *The Grand Island Independent* on July 22, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Carolyn Thayer and board member Ryan Seaman.

INVOCATION was given by Mayor Jensen followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from McKenney's Pub, LLC dba, McKinney's Irish Pub, 123 West 3rd Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from McKenney's Pub, LLC dba McKinney's Irish Pub, 123 West 3<sup>rd</sup> Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on June 25, 2015; notice to the general public of date, time, and place of hearing published on July 18, 2015; notice to the applicant of date, time, and place of hearing mailed on June 26, 2015; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Shopko Stores Operating Co., LLC dba, Shopko #38, 2208 North Webb Road for a Class "B" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "B" Liquor License had been received from Shopko Stores Operating Co., LLC dba Shopko #38, 2208 North Webb Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on June 24, 2015; notice to the general public of date, time, and place of hearing published on July 18, 2015; notice to the applicant of date, time, and place of hearing mailed on June 25, 2015; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 168 E. Capital Avenue (Joel Leetch & Janet Stryker). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located

at 168 E. Capital Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used for a new residence and out-building for a commercial business. Staff recommended approval. No public testimony was heard.

Public Hearing on Declaration of Intent to Use the Remainder of Clean Water State Revolving Fund (CWSRF) Loan Proceeds for Sanitary Sewer Collection System Improvements. It was noted that the City had been approved for up to \$40,000,000 from the Clean Water State Revolving Loan Fund Program (CWSRF) administered by the Nebraska Department of Environmental Quality (NDEQ) to pay for the remaining wastewater projects. This request was to include Westwood Park Residential Subdivision and Lift Station #20 Forcemain rehabilitation in the remainder of the CWSRF Loan. Public Works Director John Collins stated this was the first step to get the money from NDEQ for these two additional projects. Staff recommended approval. John Lilly, 819 Driftwood Court and Russ Warneke, 4028 Driftwood Drive spoke in a neutral position and requested more information as the project progressed. No further public testimony was heard.

Public Hearing on Acquisition of Public Utility Easements- South of Capital Avenue, East of North Road, North of Sterling Estates Fourth Subdivision (Niedfelt Property Management Preferred, LLC). Public Works Director John Collins reported that additional public utility easements were needed within the Sterling Estates Subdivision area. These easements would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easements. Staff recommended approval. No public testimony was heard.

ORDINANCE:

#9544 - Consideration of Annexation of Property being Platted as Stauffer Subdivision located at the Northwest Corner of Wildwood Drive and U.S. Highway 281 (Final Reading)

Regional Planning Director Chad Nabity reported that all property subdivided adjacent to the Corporate Limits of the City of Grand Island shall be annexed into the City at the time of the subdivision approval. The Mitchell H. Stauffer Revocable Trust, as owners of the property, submitted Stauffer Subdivision as an addition to the City. Annexation ordinances must be read at three separate meetings. This is the final of three readings.

Motion by Paulick, second by Donaldson to approve Ordinance #9544 on final reading. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent Agenda item G-6 was pulled for further discussion. Motion by Hehnke, second by Stelk to approve the Consent Agenda excluding item G-6. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 13, 2015 City Council Joint Health Meeting.

Approving Minutes of July 14, 2015 City Council Regular Meeting.

Approving Minutes of July 21, 2015 City Council Special (Budget) Meeting.

Approving Appointments of Todd Enck, Marv Webb, Brad Kissler, and Justin Oseka to the Building Code Advisory Board.

Approving Appointments of Al Avery, Mike Nolan, Glen Murray, John Schultz, Karen Bredthauer, and Deb Trosper to the Zoning Board of Adjustment.

Approving Liquor Manager Designation for Renee Snider, 11920 W. Beam Hill Road, Denton, NE for Walgreen's #3467, 1515 West 2nd Street and Walgreen's #12538, 1230 N. Webb Road. Discussion was held regarding the liquor manager being responsible for the daily operations in more than one location and not being a resident of Grand Island.

Motion by Steele, second by Donaldson to deny the request. Upon roll call vote, Councilmembers Paulick, Steele, Donaldson, Jones, and Stelk voted aye. Councilmembers Minton, Fitzke, Hehnke, Haase, and Nickerson voted no. Mayor Jensen voted no. Motion failed.

Motion by Haase, second by Hehnke to approve the request. Upon roll call vote, Councilmembers Minton, Fitzke, Hehnke, Haase, and Nickerson voted aye. Councilmembers Paulick, Steele, Donaldson, Jones, and Stelk voted no. Mayor Jensen cast the sixth and deciding vote in favor. Motion adopted.

#2015-188 - Approving Final Plat and Subdivision Agreement for Stauffer Subdivision. It was noted that the Mitchell H. Stauffer Revocable Trust, Robin Stauffer, Successor Trustee, developer/owner, had submitted the Final Plat and Subdivision Agreement for Stauffer Subdivision for the purpose of creating 1 lot located west of US Hwy 281 and north of Wildwood Drive consisting of 5.662 acres.

#2015-189 - Approving Acquisition of Utility Easement - 168 E. Capital Avenue (Joel Leetch & Janet Stryker).

#2015-190 - Approving Bid Award - Burdick Pumping Station Motor Control Center with Kriz-Davis Company of Grand Island in an Amount of \$52,756.96.

#2015-191 - Approving Sale of Residual (No. 6) Fuel Oil to Conjopa Oil, LLC of Ashley, OH in an Amount of \$0.0125 per new pound.

#2015-192 - Approving Acquisition of Public Utility Easements- South of Capital Avenue, East of North Road, North of Sterling Estates Fourth Subdivision (Niedfelt Property Management Preferred, LLC).

#2015-193 - Approving Certificate of Final Completion for Claude Road Drainage Improvement Project No. 2013-D-2 with The Diamond Engineering Company of Grand Island, NE.

#2015-194 - Approving Certificate of Final Completion for Westgate Drainage Improvements; District No. 2013-D-4 with The Diamond Engineering Company of Grand Island, NE.

#2015-195 - Approving Designating Portions of the East Side of Custer Avenue, North of Faidley Avenue, as No Parking.

#2015-196 - Approving Bid Award for Sterling Park Site Development – 2015 with The Diamond Engineering Company of Grand Island, NE in an Amount of \$92,686.63.

#2015-197 - Approving Bid Award for Sterling Estates Park Furnishing & Installation of Irrigation System with Tilley Sprinklers & Landscaping of Grand Island, NE in an Amount of \$33,337.00.

RESOLUTIONS:

#2015-198 - Consideration of Request from McKenney's Pub, LLC dba, McKinney's Irish Pub, 123 West 3rd Street for a Class "I" Liquor License and Liquor Manager Designation for Joel Schossow, 5970 Gunnison Court, Lincoln, NE. This item relates to the aforementioned Public Hearing. Questions were asked of Joel Schossow regarding the duties of being a liquor manager and living in Lincoln. Mr. Schossow stated he would be in Grand Island 5 to 6 days a week.

Motion by Hehnke, second by Haase to approve Resolution #2015-198. Upon roll call vote, all voted aye. Motion adopted.

#2015-199 - Consideration of Request from Shopko Stores Operating Co., LLC dba, Shopko #38, 2208 North Webb Road for a Class "B" Liquor License and Liquor Manager Designation for James Larson, 17212 U Street, Omaha, NE. This item relates to the aforementioned Public Hearing. Comments were made regarding the number of other stores Mr. Larson managed. Mentioned was the consistency the bigger corporations had with one manager across many stores.

Motion by Haase, second by Fitzke to approve Resolution #2015-199. Upon roll call vote, Councilmembers Minton, Fitzke, Hehnke, Haase, and Nickerson voted aye. Councilmembers Paulick, Steele, Donaldson, Jones, and Stelk voted no. Mayor Jensen cast the sixth and deciding vote in favor. Motion adopted.

#2015-200 - Consideration of Approving FY 2015-2016 Annual Budget for Downtown Business Improvement District 2013 and setting Date for Board of Equalization. Interim Finance Director William Clingman reported that the Downtown Business Improvement District 2013 had submitted their FY 2015-2016 budget for special assessments in the amount of \$95,481 and setting the Board of Equalization date for September 8, 2015.

Discussion was held regarding the shortfall between revenues and expenses. Mr. Clingman stated they had a cash balance carryover. Downtown BID Director Christie DePoorter commented on pursuing grants and donations to do additional events in downtown. No tax dollars were budgeted for the Downtown BID.



Motion by Donaldson, second by Minton to approve Resolution #2015-200. Upon roll call vote, all voted aye. Motion adopted.

#2015-201 - Consideration of Approving FY 2015-2016 Annual Budget for Fonner Park Business Improvement District from Stolley Park Road to Fonner Park Road, and setting Date for Board of Equalization. Interim Finance Director William Clingman reported that the Fonner Park Business Improvement District had submitted their FY 2015-2016 budget for special assessments in the amount of \$39,592 and setting the Board of Equalization date for September 8, 2015.

Motion by Haase, second by Hehnke to approve Resolution #2015-201. Upon roll call vote, all voted aye. Motion adopted.

#2015-202 - Consideration of Approving FY 2015-2016 Annual Budget for the South Locust Business Improvement District 2013 from Stolley Park Road to Highway 34, and setting Date for Board of Equalization. Interim Finance Director William Clingman reported that South Locust Business Improvement District 2013 had submitted their FY 2015-2016 budget for special assessments in the amount of \$71,152 and setting the Board of Equalization date for September 8, 2015.

Motion by Paulick, second by Steele to approve Resolution #2015-202. Upon roll call vote, all voted aye. Motion adopted.

#2015-203 - Consideration of Approving Intent to Use the Remainder of Clean Water State Revolving Fund (CWSRF) Loan Proceeds for Sanitary Sewer Collection System Improvements. This item relates to the aforementioned Public Hearing. Discussion was held regarding the difference between this loan versus bonding. Mr. Clingman stated the interest rate was lower on the loan and there were no fees.

Motion by Donaldson, second by Haase to approve Resolution #2015-203. Upon roll call vote, all voted aye. Motion adopted.

#2015-204 - Consideration of Approving GITV High Definition Studio Upgrade. It was noted that over the last two years Grand Island Television (GITV) had undergone two phases to bring programming from analog to a digital platform as well as transitioning from standard definition to high definition (HD) programming. Phase three would include a full television control center HD upgrade. One request for qualifications was received from AVI Systems from Omaha, NE not to exceed \$100,000.00. Staff recommended approval.

Ms. Meyer introduced Guy Sauer from AVI Systems who gave a PowerPoint presentation of the HD Studio Upgrade. Discussion was held regarding doing this project all at once and not in phases. Mr. Sauer explained the process of the upgrade.

Motion by Minton, second by Paulick to approve Resolution #2015-204. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitske to approve the Claims for the period of July 15, 2015 through July 28, 2015, for a total amount of \$4,643,787.87. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:07 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-2

### **Approving Appointment of Bruce Swihart to the Fonner Park Business Improvement District 2013 Board**

*Mayor Jensen has submitted the appointment of Bruce Swihart to the Fonner Park Business Improvement District 2013 board to replace Hugh Miner. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2016.*

Staff Contact: Mayor Jeremy Jensen



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-3

### **Approving Re-Appointment of Doug Jensen to the Animal Advisory Board**

*Mayor Jensen has submitted the re-appointment of Doug Jensen to the Animal Advisory Board. The appointment would become effective September 1, 2015 upon approval by the City Council and would expire on August 31, 2018.*

Staff Contact: Mayor Jeremy Jensen



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-4

### **Approving Request of Fonner Park Exposition and Events Center, Inc. (Heartland Events Center) for Ratification of Nomination and Election of Board of Directors**

*At the December 21, 1998 City Council Meeting, Resolution #98-332 was adopted supporting the application of Fonner Park to the Internal Revenue Service for a 501(c)(3) exemption for construction and operation of an Exposition and Events Center. This approval created the formation of the Fonner Park Exposition and Events Center, Inc. The Internal Revenue Service requires the election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. be ratified by the Grand Island City Council. The appointments of Jim Cannon, Steve Dowding, Barry Sandstrom, Roger Luebbe, and Brad Mellema to the Board of Directors for the Fonner Park Exposition and Events Center, Inc. are recommended.*

Staff Contact: Mayor Jeremy Jensen

**LEININGER, SMITH, JOHNSON, BAACK,  
PLACZEK & ALLEN**

ATTORNEYS AT LAW

ESTABLISHED IN 1929

104 N. WHEELER STREET  
P.O. BOX 790  
GRAND ISLAND, NE 68802  
(308) 382-1930

FAX # (308) 382-5521  
www.gilawfirm.com

OFFICE AT SUPERIOR:

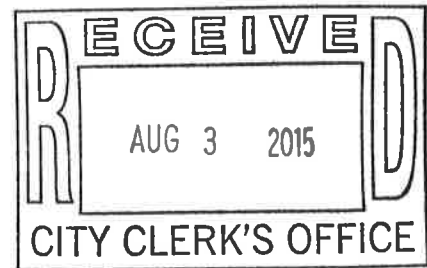
145 EAST 4TH STREET  
P.O. BOX 186  
SUPERIOR, NE 68978  
(402) 879-3251

A.J. LUEBS (1903-1996)  
D. STEVEN LEININGER (RETIRED)

BRUCE I. SMITH  
MICHAEL L. JOHNSON  
AREND R. BAACK  
DANIEL M. PLACZEK  
CATHLEEN H. ALLEN  
BRANDON S. CONNICK  
TANYA J. HANSEN  
ANDREW D. HANQUIST  
MICHAEL L. RICKERT

August 3, 2015

Mayor Jeremy Jensen  
City Hall Building  
100 E. First Street  
P.O. Box 1968  
Grand Island, NE 68802



Re: Fonner Park Exposition and Events Center, Inc.

Dear Mayor Jensen:

Please have the City Clerk of the City of Grand Island, Nebraska ("the City") place the following matter on the agenda of the meeting of the City Council of the City scheduled for August 11, 2015:

"Fonner Park Exposition and Events Center, Inc. /Ratification of Nomination and Election of Board of Directors"

Hall County Livestock Improvement Association ("Fonner Park") held its annual meeting on July 29, 2015, one (1) of the purposes of which was to elect directors of Fonner Park Exposition and Events Center, Inc. ("Heartland").

Heartland is a nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code for the purposes of lessening the burdens of government. Specifically, Heartland was formed to lessen the burdens of the City in planning, constructing and operating an agricultural exposition and events center in the City.

The Board of Directors of Heartland consists of five (5) members. As a condition to obtaining exemption under Section 501(c)(3) of the Internal Revenue Code, the Internal Revenue Service required that the following provisions be included in the Bylaws of Heartland:

- (1) You, as the Mayor of the City, nominate one (1) member of the Board of Directors of Heartland and your nominee shall be elected; and

- (2) The election of your nominee and the remaining four (4) directors as the members of the Board of Directors of Heartland is submitted to the City Council of the City for ratification.

Because Heartland was formed for the purpose of lessening the burdens of government, the Internal Revenue Service imposed the foregoing requirements on Heartland so that there would be an opportunity for oversight by the City in regard to the election of directors of Heartland.

The following director was nominated by you and elected in compliance with the requirements of (1) above.

Brad Mellema

The following four (4) directors were also elected:

Jim Cannon  
Steve Dowding  
Barry Sandstrom  
Roger Luebbe

The election of your nominee and the remaining four (4) directors as the members of the the Board of Directors of Heartland should now be submitted to the City Council of the City for ratification in compliance with the requirements of (2) above.

You also appointed Roger Steele to act as a liaison representative to Heartland on behalf of the City Council of the City.

Please submit to the City Council of the City for ratification the election of your nominee and the remaining four (4) directors as members of the Board of Directors of Heartland in compliance with the requirements of the Bylaws of Heartland.

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,  
BAACK, PLACZEK & ALLEN



MICHAEL L. JOHNSON

MLJ/par

cc: Ms. RaNae Edwards, City Clerk  
Mr. Bruce Swihart

43-4/530566



# **City of Grand Island**

**Tuesday, August 11, 2015**

**Council Session**

## **Item G-5**

**Approving Liquor Manager Designation for Samantha Minne, 109 East 9th Street for Fiesta Latina/Klub Lavish, 2815 South Locust Street**

**Staff Contact: RaNae Edwards**



# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** August 11, 2015

**Subject:** Request from Samantha Minne, 109 East 9<sup>th</sup> Street for Liquor Manager Designation with Fiesta Latina/Klub Lavish, 2815 South Locust Street

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Samantha Minne, 109 East 9<sup>th</sup> Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Fiesta Latina/Klub Lavish, 2815 South Locust Street.

This application has been reviewed by the Police Department and City Clerk's Office.

## **Discussion**

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

Ms. Minne has completed a state approved alcohol server/seller training program.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the requests for Liquor Manager Designation.

## **Sample Motion**

Move to approve the request from Samantha Minne, 109 East 9<sup>th</sup> Street for Liquor Manager Designation in conjunction with the Class “C-34765” Liquor License for Fiesta Latina/Klub Lavish, 2815 South Locust Street.

07/30/15  
11:32

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 13:30:00 07/22/2015  
Date disposition declared : 07/23/2015  
Incident number : L15072176  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 2815 Locust St S  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Viterra D  
How received :  
Agency code : GIPD GIPD Grand Island Police Dept  
Responsible officer : Viterra D  
Offense as Taken :  
Offense as Observed : AOFF AOFF Alcohol Offense  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 14150  
Long-term call ID :  
Clearance Code : CL CL Case Closed  
Judicial Status :  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	108284	07/22/15	Minne, Samantha J	Proposed
Manager				
NM	200291	07/22/15	Klub Lavish,	Business

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	LT03 Bar/Night Club	

IMAGE CODES FOR INCIDENT:

Seq	Imag	Image code for a users description field
1	DOC	DOCUMENT mobile report

LAW INCIDENT NARRATIVE:

I received a copy of a Manager Application from Samantha Minne for Klub Lavish.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	AOFF Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	13:39:15 07/22/2015

318 Grand Island Police Department  
Supplemental Report

Date, Time: Wed Jul 22 13:39:26 CDT 2015  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a liquor manager application from Samantha Minne for Klub Lavish. According to the application, Samantha has lived in Central Nebraska since at least 2005 with the exception of one year while she was attending a college in Iowa.

Samantha disclosed one speeding conviction. I checked Samantha through Spillman and NCJIS. She has an entry in Spillman but nothing that would indicate any undisclosed convictions. Samantha has one undisclosed speeding conviction listed in NCJIS. Samantha has a valid driver's license and no outstanding arrest warrants.

On 7/29/15, NSP Investigator Fiala and I met with Samantha at Klub Lavish. Samantha works for the Nebraska DHHS and works with some people who have substance abuse issues. She works in Hastings but said she plans on being at Klub Lavish about 90% of the time they are open. Samantha is connected to Klub Lavish through Leela Castillo. Samantha has a child with a relative of Leela's. Samantha advised that other than the opening weekend, they really haven't had any problems at Klub Lavish. She said they are trying to appeal to a wide variety of people and are booking a lot of special events that may be of interest to people other than those who just enjoy hip hop music. Samantha and I discussed some of the common problems that bars/clubs may encounter and what to do about them. She seemed receptive and indicated a high degree of cooperation with law enforcement.

The Grand Island Police Department has no objection to Samantha Minne becoming the liquor manager at Klub Lavish.



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-6

**#2015-205 - Approving Keno Satellite Location and Agreement for Whitey's, Inc. dba Whitey's Bar and Grill, 2118 North Webb Road**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** August 11, 2015

**Subject:** Approving Keno Satellite Location and Agreement for Whitey's, Inc. dba Whitey's Bar & Grill, 2118 North Webb Road

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

An Interlocal Agreement governing County/City keno operations provides that the City shall have the duty to review and approve satellite operations within the City. Fonner Keno, Inc. has previously been licensed to operate keno at Fonner Park as well as other facilities in the City that have been designated as satellite locations for the operation of keno.

## **Discussion**

Whitey's, Inc. dba Whitey's Bar & Grill, 2118 North Webb Road has submitted a request for approval of a satellite location at the premises of Whitey's Bar & Grill, 2118 North Webb Road. This request was presented to Hall County at their July 28, 2015 meeting. Approval of the Satellite Agreement between Whitey's, Inc. and Fonner Keno, Inc. is required along with approval for the satellite location. The Agreement has been reviewed by the Legal and Building Departments.

## **Alternatives**

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

1. Move to approve the request
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 request for a Keno Satellite Location and Agreement for Whitey's, Inc. dba Whitey's Bar & Grill, 2118 North Webb Road.

### **Sample Motion**

Move to approve the request for a Keno Satellite Location and Agreement for Whitey's, Inc. dba Whitey's Bar & Grill, 2118 North Webb Road.

# APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1. Business name and location of proposed sales outlet location: Whitey's Bar & Grill  
2118 North Webb Road, Grand Island
2. Address of proposed sales outlet location: 2118 North Webb Road
3. Applicant's name: Jeffrey Scott Richardson
4. Applicant is: ☐ individual/sole proprietorship; ☐ partnership; ☒ corporation (check one)
5. Provide below the name, address, and date of birth of the applicant individually, or in the case of a business entity, of all officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), and state the nature of each person's ownership interest. (Attach additional sheets if necessary):  
Jeffrey Scott Richardson, 47 Kuester Lake, Grand Island, NE 68803
6. Provide below the name, address, and date of birth of the person or persons who will be in charge of the day-to-day operations of the keno lottery at the sales outlet location:  
Kristen M. Ackerman  
1118 West 8th, Grand Island, NE 68803



7. Provide below the name, address, and date of birth of each person that will be involved in the conduct of the keno lottery at the sales outlet location:

Kristen M. Ackerman 1118 West 8<sup>th</sup> St, GI, NE 68803  
Emily M. Molinar 1118 West 8<sup>th</sup> St, GI, NE 68803  
Krystal L. Brooks 722 North Pine St, GI, NE 68803  
Makayla Lee Bennett 1704 West Charles St., GI, NE 68803  
Brittany Brooke Calvin 104 West 9<sup>th</sup> St, GI, NE 68801  
Taylor Joseph Valdez 703 West Charles St, GI, NE 68803  
Jaymie Sybert 501 South Cedar, GI, NE 68801

8. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed or pending within ten years of the date of this application? Yes. If yes, for each such suit state the names of the parties, the court and case number, and the type of action and whether a judgment was entered against the applicant or person having ownership interest in the applicant. Attach additional sheets if necessary.

Jeff Richardson  
Southern District Court of New York  
Litigation Release No. 22169  
Civil Action No. 11-CIV-8556 (SAS)  
Civil law suit, settled November 23, 2011

9. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed a petition in bankruptcy within the previous ten year period? NO. If yes, for each such state the name of the bankruptcy debtor, the court, and case number. Attach additional sheets if necessary.

10. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) delinquent in the payment of any county, state or federal taxes? NO. If yes, state the type and amount of each delinquency and explain the reason for the delinquency.

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11. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), or any person with a substantial interest in the applicant:

- a) been found by a court or an administrative agency or tribunal to have violated the provisions, requirements, conditions, limitations, or duties imposed by this Resolution, the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, the Nebraska Pickle Card Lottery Act, the Nebraska Small Lottery and Raffle Act, the State Lottery Act, or any rules or regulations adopted and promulgated pursuant to such acts; NO
- b) been found by a court or an administrative agency or tribunal to have knowingly caused, aided, abetted, or conspired with another to cause any person to violate any of the provisions of such acts or any rules or regulations adopted and promulgated pursuant to such acts; NO
- c) been found by a court or an administrative agency or tribunal to have obtained a permit or permit pursuant to such acts by fraud, misrepresentation, or concealment; NO
- d) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any offense or crime, whether a felony or a misdemeanor, involving any gambling activity or fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level; NO
- e) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any felony within the ten years preceding the filing of the application; NO
- f) been found by a court or an administrative agency or tribunal to have denied without lawful cause the Nebraska Department of Revenue or their authorized representatives, including authorized law enforcement agencies, access to any place where activity required to be licensed under the Nebraska County and City Lottery Act is being conducted or failed to produce for inspection or audit any book, record, document, or item required by law, rule, or regulation; NO

NO. If yes, identify each such person or entity and explain fully the nature of the administrative or judicial proceedings, the outcome, the date of such action, and the basis for the finding or conviction:

12. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), any other person or entity directly or indirectly associated with such applicant currently the subject of an investigation by an agency of the state of Nebraska or an agency of the United States of America? NO. If yes, for each such person or entity state the agency or agencies conducting such investigation:

13. Does the proposed sales outlet location meet the accessibility requirements of the Americans with Disabilities Act of 1990? Yes. If yes, provide a statement of compliance from an architect or consultant who has surveyed the facility for compliance.

14. Seating capacity of sales outlet location: 75

15. Parking capacity of sales outlet location: 50 TO UNLIMITED

Date: July 3, 2015

Signature: Jay Richardson

Title: President / owner

## SATELLITE AGREEMENT

THIS SATELLITE AGREEMENT made this 14 day of July, 2015 by and between FONNER KENO, INC., a Nebraska corporation, (hereinafter referred to as "Contractor") and Whitey's, Inc. (hereinafter referred to as "Satellite Owner").

Whereas, the County of Hall, Nebraska (hereinafter referred to as "the County") and the City of Grand Island, Nebraska (hereinafter referred to as "the City") have entered into an inter-local Cooperation Agreement, dated the 23<sup>rd</sup> day of March, 1993 (hereinafter referred to as "the Inter-local Cooperation Agreement") for the conduct by the County of a keno-type lottery game consistent with the provisions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653); and

Whereas, the Contractor has entered into a Lottery Operator Agreement dated the 23<sup>rd</sup> day of March, 1993 (hereinafter referred to as "the Lottery Operator Agreement") with the County for the operation of a keno-type lottery game, the term of which Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997; and

Whereas, the Satellite Owner has been designated as an additional satellite location consistent with Paragraph 3.3 of the Lottery Operator Agreement; and

Whereas, the Contractor and the Satellite Owner desire to enter into this Satellite Agreement to provide for the rights, duties and obligations of the Contractor and the Satellite Owner in regard to the establishment of a keno-type lottery game at the premises of the Satellite Owner.

Now, therefore, in consideration of the mutual covenants contained herein, the parties do hereby agree and contract as follows:

1. The Satellite Owner agrees to permit the Contractor to establish a keno-type lottery game at the premises of the Contractor described on Exhibit "A" attached hereto and made part hereof by reference (hereafter referred to as "the Satellite Location") upon the following terms and conditions.
2. The Contractor may commence a keno-type lottery game at the Satellite Location by providing the equipment necessary for the keno-type lottery game including, but not limited to, cable, terminals and ticket printers. The Satellite Owner shall, however, provide at the expense of the Satellite Owner a cabinet and counter area for such equipment and an adequate electrical power supply to operate such equipment along with internet access. The Satellite Owner shall also provide and install at the expense of the Satellite Owner all video monitors and cable that display the winning numbers to the public. The Contractor shall reserve the right, in sole discretion of the Contractor, to provide equipment at the Satellite Location, which is separate from equipment at the main or primary location of the Contractor as provided in the Lottery Operator Agreement.
3. The Contractor shall commence the keno-type lottery game at the Satellite Location as soon as possible after the execution of this Satellite Agreement by

the Contractor and the Satellite Owner consistent with the Lottery Operator Agreement. The keno-type lottery game at the Satellite Location shall, at all times, comply with the requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue and the rules and regulations of the Contractor. The Satellite Owner agrees to strictly comply with all requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue, and the rules and regulations of the Contractor in regard to the operation of a keno-type lottery game at the Satellite Location. The Satellite Owner agrees to issue keno tickets in compliance with the instructions of the Contractor. The Satellite Owner further agrees to award and pay prizes and to redeem all winning tickets in compliance with the instructions of the Contractor. The Contractor shall remain responsible for the operation of the keno-type lottery game at the Satellite Location consistent with the Lottery Operator Agreement.

4. The Satellite Owner shall receive **five percent (5%)** of the gross proceeds received from the operation of the keno-type lottery game at the Satellite Location. The Satellite Owner shall have no interest in any gross proceeds received from the operation of the keno-type lottery game at any main or primary location of the Contractor as provided in the Lottery Operator Agreement or from the operation of the keno-type lottery game at any satellite location other than the Satellite location as provided in the Lottery Operator Agreement. Gross proceeds shall be defined as provided in the Lottery Operator Agreement. The amount due to the Satellite Owner shall be paid to the Satellite Owner by the Contractor no later than **fifteen (15) days** following the last day of the lottery operations for each month. The Satellite Owner shall have no right to retain any of the gross proceeds from the operation of the keno-type lottery game and shall have no interest in the gross proceeds of the keno-type lottery game except as provided in this Paragraph 4.
5. The Satellite owner shall hire and provide suitable management and operational personnel for the conduct of the lottery at the Satellite Location subject to the following:
  - 5.1 Each employee of the Satellite Owner who is engaged in the operation of the lottery or has direct unsupervised access to the lottery equipment shall be individually bonded in the amount of Twenty-Five Thousand Dollars (\$25,000.00);
  - 5.2 Each employee of the Satellite Owner, in the sole discretion of the Contractor, shall be subject to a complete and thorough background and criminal history check prior to, and throughout his/her term of employment;
  - 5.3 Each employee of the Satellite Owner shall be subject to the control and supervision of the Contractor in regard to the conduct and operation of the keno-type lottery game at the Satellite Location;

- 5.4 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be subject to such training, to be provided at the expense of the Contractor and shall be further subject to the approval of the Contractor before such employee of the Satellite Owner is permitted to become involved in the conduct and operation of the keno-type lottery game at the Satellite Location; and
- 5.5 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be familiar with the rules and regulations of the Contractor and the Nebraska Department of Revenue in regard to the conduct and operation of the keno-type lottery game at the Satellite Location and shall fully comply with such rules and regulations of the Contractor and the Nebraska Department of Revenue.
6. The Satellite Owner shall permit the Contractor access to the Satellite Location during regular business hours for any purpose related to this Satellite Agreement, the Lottery Operator Agreement or the operation of the keno-type lottery game at the Satellite Location.
7. The Satellite Owner shall take reasonable measures as required by the Contractor to keep safe the equipment for the keno-type lottery game provided by the Contractor and to provide secure areas for the storage of supplies for the keno-type lottery game at the Satellite Location. The Satellite Owner shall assume all risk for damage to the equipment for the keno-type lottery game provided by the Contractor unless such loss or damage is caused by the acts of the Contractor. The Contractor reserves the right, in the sole discretion of the Contractor, either to maintain insurance covering the equipment for the keno-type lottery game provided by the Contractor or to require the Satellite Owner to maintain insurance satisfactory to the Contractor covering the equipment for the keno-type lottery game provided by the Contractor with the Contractor named as an additional insured; provided, however, that the contractor shall be responsible for the cost of insurance covering the equipment for the keno-type lottery game provided by the Contractor.
8. The Satellite Owner shall make such arrangements as required by the Contractor to operate the keno-type lottery game at the Satellite Location including, but not limited to, arrangements for payments of prizes and disbursements in regard to the keno-type lottery game at the Satellite Location.
9. The Satellite Owner shall assume responsibility for any ticket written in error or for the payment of any prize not properly authorized for the payment in conformity with the rules and regulations of the Contractor and the Nebraska Department of Revenue.
10. The Satellite Owner shall use it's best efforts to detect efforts to cheat the keno-type lottery game or tamper with the equipment for the keno-type lottery game provided by the Contractor and promptly notify the Contractor of any such matters.

11. The Satellite Owner shall promptly notify the Contractor of any malfunction of the equipment for the keno-type lottery game provided by the Contractor for the Satellite Location.
12. The Contractor will provide all supplies for the operation of the keno-type lottery game at the Satellite Location. The Satellite owner shall not use any supplies for the operation of the keno-type lottery game at the Satellite Location except as provided by the Contractor. The Satellite Owner will reimburse the Contractor for the cost of supplies provided to the Satellite Owner by the Contractor.
13. The Satellite Owner shall be solely responsible for all expenses incurred at the Satellite Location in connection with the operation of the keno-type lottery game except for the costs relating to the equipment for the keno-type lottery game provided by the Contractor. The Satellite Owner shall be solely responsible for the payment of all expenses incurred by the Satellite Owner, including, but not limited to, taxes, insurance except as provided in Paragraph 7, rent, supplies, fees, salaries and all other such expenses incurred by the Satellite Owner in the operation of the keno-type lottery game at the Satellite Location.
14. The daily net proceeds from the keno-type lottery game at the Satellite Location shall be deposited by the Satellite Owner not later than noon of the next banking day following the date of receipt in an account maintained by the Contractor in a bank designated by the Contractor, consistent with any instructions of the Contractor. The daily net proceeds shall be the aggregate amount wagered at the Satellite Location less prizes paid by the Satellite Location in accordance with the rules and regulations of the Contractor and the Nebraska Department of Revenue.
15. The Satellite Owner will use its best efforts to maximize the gross proceeds from the keno-type lottery game at the Satellite Location.
16. The Contractor may terminate this Satellite Agreement if the gross proceeds from the operation of the keno-type lottery game at the Satellite Location are One Hundred Twenty Thousand Dollars (\$120,000.00) or less for any previous period of three (3) months; provided, however, that the Contractor shall have no right to terminate this Satellite Agreement for a period of six (6) months after the establishment of the keno-type lottery game at the Satellite Location.
17. The Satellite Owner shall sell concessions, including alcoholic and non-alcoholic beverages, and may conduct other legitimate business operations at the Satellite Location; provided, however, that the Satellite Owner shall comply with all applicable federal, state and local laws in selling concessions at the Satellite Location. Concessions shall include, but not to be limited to, food, alcoholic and non-alcoholic beverages, and souvenirs. All proceeds, expenses, and liabilities resulting from the sale of the concessions shall be the property and the sole responsibility of the Satellite Owner. The Satellite

Owner shall maintain separate records and bank accounts for all concessions, which shall not be co-mingled with any funds or proceeds received in the conduct of the keno-type lottery game.

18. The Satellite Owner agrees to maintain any books and records of all operations associated with the operation of the keno-type lottery game required by the Contractor to comply with the Nebraska County and City Lottery Act (Neb. Rev. Stat. Section 9-601 through 9-653) and the rules and regulations of the Nebraska Department of Revenue.
19. The Contractor shall have the right, without notice to the Satellite Owner, to review any books and records relating to the lottery operations at the Satellite Location.
20. The Satellite Owner agrees to provide to the Contractor and keep current on at least an annual basis, financial statements, including balance statements and profit and loss statements of the Satellite Owner.
21. The term of this Satellite Agreement shall be for the remainder of the term of the Lottery Operator Agreement, including the term of any renewal or renewals of the Lottery Operator Agreement. In addition, the Contractor shall have the right to extend the term of this Satellite Agreement for the term of any new agreement between the County and the Contractor for the conduct of a keno-type lottery game. The Contractor and the Satellite Owner agree that the compensation of the Satellite Owner shall remain at **five percent (5%)** of the gross proceeds received from the operation of the keno-type lottery game, at the Satellite Location, during the term of this Satellite Agreement, and during the term of any renewal, extension, or renegotiation of this Satellite Agreement.
22. The Satellite Owner agrees to permit the Contractor to operate the keno-type lottery game consistent with the Lottery Operator Agreement and any schedule for the hours of operation of the keno-type lottery game developed by the Contractor and the County. Subject to the amendment of the schedule for the hours of operation of the keno-type lottery game by the Contractor and the County, the hours of operation of the keno-type lottery game at the Satellite Location shall be from 11:00 a.m. until 1:00 a.m. of the following day on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and from 11:00 a.m. to 10:00 p.m. on Sunday.
23. The Satellite Owner shall be responsible to conduct and maintain the business of the Satellite Location in an orderly fashion and maintain its license to sell alcoholic beverages for consumption at the Satellite Location.
24. The Satellite Owner shall, at all times, maintain insurance with an insurer acceptable to the Contractor covering general liability in the amount of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and One Hundred Thousand (\$100,000.00) for property damage and shall provide assumed contractual liability coverage as imposed by this Satellite Agreement notwithstanding that the Contractor or the County be named insured. The Satellite Owner shall



provide proof of insurance with an insurance company acceptable to the Contractor within thirty (30) days of the execution of this Satellite Agreement and Annually thereafter, and the Contractor and the County, upon request, shall be an additional named insured therein. Said insurance shall contain a non-cancellation provision requiring thirty (30) days' notice to the Contractor prior to the cancellation of coverage. The Satellite Owner shall maintain coverage for workers compensation insurance as required by state law. The failure to maintain insurance as required by this Satellite Agreement shall constitute a breach of this Satellite Agreement.

25. The Satellite Owner shall indemnify and hold harmless the Contractor from any claims, loss or expenses to persons or property, including the equipment for the keno-type lottery game provided by the Contractor, caused or resulting from the operation of the keno-type lottery game at the Satellite Location unless, and to the extent, caused by the negligence of the Contractor.

26. The Satellite Owner shall be subject to the following provisions:

26.1 The Satellite owner is prohibited from violating any law, rule or regulation governing the keno-type lottery game at the Satellite Location;

26.2 The Satellite Location shall, at all times, have seating capacity and available parking sufficient to accommodate members of the general public who may wish to come to the Satellite Location to observe or play the keno-type lottery game or to engage in any other activity conducted at the Satellite Location.

26.3 The Satellite Location shall, at all times, have sufficient facilities to permit the Contractor to sell keno tickets.

26.4 The Satellite Location may be required by the Contractor to have a board or other monitor clearly visible to the players on which the winning numbers are displayed simultaneously or nearly simultaneously with their display at the main or primary location of the Contractor as described in the Lottery Operator Agreement;

26.5 The Satellite Location shall have proper security for the keno lottery activities and associated activities;

26.6 All persons with any direct or indirect ownership in the Satellite Location must, in the sole discretion of the Contractor, be of good character and financially responsible; and

26.7 The Satellite location must comply with any criteria or qualifications standards established by the County and the City, if applicable.

27. The Contractor shall have no ownership, nor any other interest, in the Satellite Location except for the right to operate the keno-type lottery game at the Satellite Location. The Contractor will not charge the Satellite Owner a fee for the right to be a Satellite Location. The Contractor shall pay the costs of the necessary equipment for the Satellite Location and the installation of same, and maintenance, repairs, financing, taxes, and insurance of any such equipment or failure of same. The Contractor is expressly prohibited from receiving any income or other proceeds from any concession sales of the Satellite Owner at the Satellite Location.

28. The Satellite owner agrees to strictly comply with all applicable laws and regulations of the United States, the State of Nebraska, the County and the City, if applicable, in regard to the operation of a keno-type game by the Contractor at the Satellite Location, together with the requirements, provisions and conditions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653) and administrative rules and regulations promulgated by the Nebraska Department of Revenue. In the event that any such law should be changed, amended, repealed, or newly enacted, the Satellite Owner shall comply to said change by the effective date of the change in the law. In the event that the Lottery Operator Agreement with the Contractor is terminated by the County for any reason whatsoever, this Satellite agreement may be terminated by the Contractor without liability to the Satellite Owner.
29. The Satellite Owner agrees to be bound by and comply with the applicable provisions of the Inter-local Cooperation Agreement, if applicable, and the Lottery Operator Agreement, which Inter-local Cooperation Agreement and Lottery Operator Agreement are made a part hereof by reference.
30. The Satellite Owner agrees to take all action requested by the Contractor to obtain a license from the City, if applicable, for the establishment of a keno-type lottery game at the Satellite Location.
31. The Satellite Owner acknowledges and agrees that the Contractor may establish a keno-type lottery game at other satellite locations consistent with the provisions of the Lottery Operator Agreement.
32. The Satellite Owner shall be considered to be in default of this Satellite Agreement upon the happening of any of the following events:
- 32.1 Insolvency of the Satellite Owner;
  - 32.2 The filing of a petition of bankruptcy for the protection, under Chapter 7, 11 or 13 of the Bankruptcy Code, of the Satellite Owner, any partner of the Satellite Owner if Satellite Owner is a partnership, or any officer, director or shareholder of the Satellite Owner if the Satellite Owner is a corporation;
  - 32.3 The conviction of the Satellite Owner or any partner, director, officer, shareholder or employee of the Satellite Owner of a felony relating to the honesty or trustworthiness of the Satellite Owner in the Performance of this satellite Agreement.
  - 32.4 The failure of the Satellite Owner to comply with any federal, state or local law;
  - 32.5 The failure to provide material information, the furnishing of false information, or the omissions of material information as required to be disclosed to the Contractor under this Satellite Agreement.
  - 32.6 The failure of the Satellite Owner to provide the Contractor with the sufficient facilities at the Satellite Location, in the sole discretion of the Contractor, to permit the Contractor to operate the keno-type lottery game; or
  - 32.7 Any breach of this Agreement.

33. The Contractor may terminate this Satellite Agreement in the event that the Satellite Owner or partner, director, officer, shareholder or employee of the Satellite Owner has:
- 33.1 violated any provision of the Nebraska County and City Lottery Act (Neb. Rev. Stat Section 9-601 through 9-653);
  - 33.2 violated any of the rules and regulations of the Nebraska Department of Revenue;
  - 33.3 violated any of the rules and regulations of the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location;
  - 33.4 condoned or promoted the conduct of any gambling activity not recognized or authorized by the laws of the State of Nebraska;
  - 33.5 had its right to continue as a Satellite Location disapproved by the County or the City, if applicable.
34. The Satellite Owner shall comply with all rules and regulations established by the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location.
35. No officer, director, shareholder, partner or owner of the Satellite Location shall play the keno-type lottery game or claim any keno-type lottery game prizes at the Satellite Location.
36. The Contractor may terminate this Satellite Agreement upon **five (5) days'** notice to the Satellite Owner at any time the Satellite Owner breaches any of the terms of this Satellite Agreement or is otherwise in default of this Satellite Agreement and fails to cure such breach or default within said **five (5) day** period after notice is given of such default or breach by the Contractor. The Contractor may, however, extend the period within which to allow the Contractor to cure such breach or default. The Contractor may terminate this Satellite Agreement upon **thirty (30) days'** notice to the Satellite Owner if the Lottery Operator Agreement of the Contractor is terminated by the County for any reason whatsoever.
37. The Satellite Owner shall provide and maintain a performance bond in the form of a corporate surety acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00), said bond to guarantee the Satellite Owner's full and complete performance of this Satellite Agreement, including the payment to the Contractor of all sums due hereunder and the payment of all prizes claimed. Said bond shall provide that said bond shall not be canceled except upon giving **thirty (30) days'** notice in writing to the Contractor. Any termination or cancellation of said bond during the term of this Satellite Agreement shall constitute a breach of this Satellite Agreement; provided, however, that the Satellite Owner may cure such breach by filing with the Contractor a replacement bond in the form and surety satisfactory to the Contractor on or before the effective date of termination or cancellation of said bond. In lieu of said bond, the Satellite Owner, with the consent of the Contractor, may file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00); provided, however, that the Satellite Owner shall be in breach of this Satellite

Agreement at any time during the term of this Satellite Agreement that the Satellite Owner does not have on file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

38. In the event of the breach of the Satellite Agreement, and in addition to all remedies available under this Satellite Agreement, or at law or in equity, the Contractor shall be entitled to affirmative or negative injunctive relief.
39. No waiver by either party to this Satellite Agreement at any time of any breach by the other party or if compliance by the other party with any condition or provision of this Satellite Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. Any invalidity or unenforceability of any provision or provisions of this Satellite Agreement shall not affect the validity or enforceability of any other provisions of this Satellite Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Satellite Agreement affect the validity or enforceability of the balance of such provisions. All other provisions and parts of provisions shall remain in full force and effect; provided, however, if the removal or inoperative effect of any such provision or part of any provision so declared invalid or unenforceable shall materially affect the Contractor's rights hereunder, the Contractor may terminate this Satellite Agreement.
40. Whenever this Satellite Agreement shall set forth any time for any action to be performed by, or on behalf of, the Satellite Owner, such time shall be deemed of the essence.
41. The parties hereto agree that all rights and obligations required under this Satellite Agreement are personal to the parties and that neither this Satellite Agreement, nor any rights or obligations hereunder, may be assigned, transferred, or subcontracted by the Satellite Owner.
42. This Satellite Agreement incorporates and integrates all terms and conditions of all documents and laws mentioned herein or incidental hereto and constitutes the entire Satellite Agreement between the parties hereto superseding any prior agreement or understanding, whether oral or written, express or implied. This Satellite Agreement may not be discharged or modified except as provided herein or permitted by law.
43. This Satellite Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Satellite Agreement shall be commenced in a court of the State of Nebraska.
44. Notices for any and all purposes hereunder, including service of process, shall be deemed to be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:

44.1 To the Contractor:

Fonner Keno, Inc.  
700 East Stolley Park Road  
P.O. Box 490  
Grand Island, NE 68802-0490

44.2 To the Satellite Owner:

At the address designated on Exhibit "A" attached hereto and made a part hereof by reference.

45. The Contractor shall have the option to renew this Satellite Agreement for any period during which the Lottery Operator Agreement is extended by the County.
46. The Satellite Owner shall promote the keno-type lottery game with the regular food and beverage customers of the Satellite Location consistent with any requirements of the Contractor. The Contractor shall have sole authority in regard to any other advertising and promotion of the keno-type lottery game at the Satellite Location. The Satellite Owner shall not engage in any advertising or promotion of the keno-type lottery game at the Satellite Location except with the consent of the Contractor.
47. The Satellite Owner agrees to cooperate with the Contractor regarding the operation of a keno-type lottery game at the Satellite Location and will execute and deliver any such other instruments and documents and take such other actions as may reasonably be required or requested from time to time by the Contractor in order to carry out the intended purposes of this Satellite Agreement and to comply with any and all laws and governmental regulations for the operation of a keno-type lottery game.
48. At the end of the term of this Satellite Agreement, or in the event of any termination of this Satellite Agreement, the Satellite Owner agrees to surrender the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location to the Contractor. The Satellite Owner further consents to permit the Contractor access to the Satellite Location for the purposes of the removal of the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location notwithstanding any dispute between the Satellite Owner and the Contractor regarding the termination of this Satellite Agreement. The Satellite Owner acknowledges and agrees that the Satellite Owner shall have no right, title or interest in the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location.

49. The Satellite Owner acknowledges and agrees that it is not an employee of, or joint venture or partner with, the Contractor. This Satellite Agreement does not give rise for any claim, loss or damages against the Contractor in the event of the termination of the Satellite Agreement, or in the event that the Contractor is unable to perform hereunder for any reason whatsoever.

In Witness whereof, the parties have executed this Satellite Agreement

Fonner Keno, Inc.  
A Nebraska Corporation

By: \_\_\_\_\_

*Ken Mgt.*

"Contractor"

*Whitey's, Inc.*  
A Nebraska Corporation

By: \_\_\_\_\_

*Jeff Richardson*

## Exhibit "A"

1. The address of and general description of the Satellite Location under Paragraph 1. of the Satellite Agreement is:

Premises of:

Whitey's Bar & Grill  
2118 N. Webb Rd.  
Grand Island, NE 68803  
Restaurant, Bar & Grill

2. The mailing address for notice to the Satellite Owner under Paragraph 44.2 of the Satellite Agreement is:

Whitey's Bar & Grill  
2118 N. Webb Rd.  
Grand Island, NE 68803  
\_\_\_\_\_

## OPTION

The undersigned hereby grants to Fonner Keno, Inc., ("Fonner Keno"), a Nebraska corporation, the option to establish a keno-type lottery game at the premises of Whitey's, Inc., d/b/a Whitey's Bar & Grill, 2118 N. Webb Road, Grand Island, Nebraska 68803, upon the following terms and conditions:

1. The undersigned acknowledges that Fonner Keno has entered into a Lottery Operator Agreement dated the 23rd day of March 1993 ("Lottery Operator Agreement") with the County of Hall, Nebraska ("County") for the establishment of a keno-type lottery game and that the term of such Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 8, 2002.
2. The undersigned further acknowledges that Fonner Keno may operate any number of Satellite locations within the boundaries of the County, subject to the approval of the County, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If any such satellite location is located within the boundaries of the City of Grand Island, Nebraska ("City"), Fonner Keno may not operate such satellite location before obtaining the approval of the City.
3. The undersigned desires to be designated as an additional satellite location consistent with the Lottery Operator Agreement, and further desires to enter into the Satellite Agreement with Fonner Keno, attached hereto as Exhibit "A" and made a part hereof by reference.
4. The undersigned agrees to complete the Sales Outlet Application, attached hereto as Exhibit "B" and made a part hereof by reference, and any other materials requested by the County, and deliver same to Fonner Keno for submission to the County.
5. The undersigned acknowledges that the sole consideration for the Option shall be the submission of the Sales Outlet Application and this Option by Fonner Keno to the County and the City, if applicable, consistent with the provisions of Paragraph 3.3 of the Lottery Operator Agreement.
6. The undersigned acknowledges that Fonner Keno will rely on this Option in submitting the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, consistent with the provisions of the Lottery Operator Agreement, and may incur expense in regard to the submission to the County of the Sales Outlet Application of the undersigned and this Option consistent with the provision of the Lottery Operator Agreement.



7. Fonner Keno may exercise this option to establish a keno-type lottery game at the premises of the undersigned, as described in this Option, in the sole discretion of Fonner Keno and upon the exercise of such option by Fonner Keno, the undersigned shall execute the Satellite Agreement, attached hereto as Exhibit "A" and made a part hereof by reference.

8. This Option shall be void and of no further force and effect whatsoever unless it is exercised in the sole discretion of Fonner Keno.

9. This Option shall terminate if the Sales Outlet Application of the undersigned and this Option are not approved by the County and the City, if applicable consistent with Paragraph 3.3 of the Lottery Operator Agreement. If the undersigned has not entered into the Satellite Agreement attached hereto as Exhibit "A" and made a part hereof by reference, on or before July 31, 2015, this Option shall be considered terminated.

10. This Option shall be subject to the terms and conditions of the Lottery Operator Agreement and the Interlocal Cooperation Agreement dated the 23rd day of March 1993, between the County and the City.

11. The undersigned acknowledges that Fonner Keno has no obligation to establish a keno-type lottery game at the premises of the undersigned described in this Option and the obligation of Fonner Keno to Establish a keno-type lottery game at the premises of the undersigned described in this Option shall arise only upon the execution in the sole discretion of Fonner Keno, of the Satellite Agreement.

12. The submission of the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, will not result in any rights of the undersigned to have the premises of the undersigned described in this Option designated as a satellite location. The establishment of a satellite location at the premises of the undersigned described in this Option by Fonner Keno is expressly subject to the approval of the County and the City, if applicable.

13. Fonner Keno shall have no obligation to enter into the Satellite Agreement except in the sole discretion of Fonner Keno and consistent with the Lottery Operator Agreement. Fonner Keno will enter into the Satellite Agreement only upon compliance with the requirements of the Lottery Operator Agreement including, but not limited to, the approval of a satellite location at the premises of the undersigned described in this Option by the County and the City, if applicable.

14. The undersigned acknowledges that the County and the City have established or may establish criteria of qualification standard for satellite locations. The undersigned agrees to provide Fonner Keno with such additional information required by Fonner Keno to determine whether the undersigned complies with any criteria or qualification standards established by the County and, if applicable, the City. The undersigned acknowledges that the undersigned will be ineligible to be designated as an additional Agreement in the event that the undersigned fails to comply with any criteria or qualification standards established by the County and, if applicable, the City.

15. The undersigned will not transfer, sell, assign, grant or convey this Option to any other person or entity.

16. The undersigned will indemnify and hold Fonner Keno harmless against any liability incurred by Fonner Keno in reliance on the Option in the event that the undersigned fails to perform he terms and conditions of this Option.


17. Time is of the essence in regard to this Option.

18. This Option is binding upon the parties hereto and upon their respective heirs, successors, personal representatives and assigns.

DATED this 14 day of July, 2015.

WHITEY'S, INC., d/b/a WHITEY'S  
BAR & GRILL


By

  
Jeff Richardson

**RECEIPT**

Fonner Keno, Inc., hereby acknowledges receipt of this Option and agrees to submit this Option, together with the applicable Sales Outlet Application, to the County of Hall, Nebraska and the City of Grand Island, Nebraska, if applicable, consistent with the Lottery Operator Agreement dated the 23rd day of March 1993, between Fonner Keno, Inc., and the County of Hall, Nebraska; provided, however, that Fonner Keno, Inc., shall have no obligation to establish a keno-type lottery game at the premises described in the foregoing Option, except in the sole discretion of Fonner Keno, Inc.

DATED this 14<sup>th</sup> day of July, 2015.

 FONNER KENO, INC., A Nebraska  
Corporation

By 

RESOLUTION #15-040

**A RESOLUTION APPROVING WHITEY'S, INC. d/b/a WHITEY'S BAR AND GRILL  
AS A KENO SALES OUTLET LOCATION**

WHEREAS, Whitey's, Inc. d/b/a Whitey's Bar and Grill, hereinafter referred to as Applicant, has made its application for approval as a keno sales outlet location for the Hall County Keno Lottery and has entered into an option agreement and a satellite agreement with the lottery operator, Fonner Keno, Inc., for satellite operation of the county keno game at its place of business located at 2118 N Webb Road, Grand Island, Nebraska; and

WHEREAS, Applicant's application has been reviewed and approved by the County's Keno Administrator; and

WHEREAS, Fonner Keno, Inc., requests the County's approval of Applicant's Keno Sales Outlet application.

NOW BE IT RESOLVED, Applicant's application for operation of a satellite keno sales outlet at 2118 N Webb Road, Grand Island, Nebraska, consistent with the Lottery Operator Agreement between Hall County and Fonner Keno, Inc., is hereby approved.

Resolution moved by Supervisor Pam Lancaster.

Seconded by Supervisor Gary Quandt

Vote:

Supervisor Arnold:	For <input checked="" type="checkbox"/> ; Against ___; Abstained ___; Not Present ___.
Supervisor Lancaster	For <input checked="" type="checkbox"/> ; Against ___; Abstained ___; Not Present ___.
Supervisor Lanfear:	For <input checked="" type="checkbox"/> ; Against ___; Abstained ___; Not Present ___.
Supervisor Purdy:	For <input checked="" type="checkbox"/> ; Against ___; Abstained ___; Not Present ___.
Supervisor Quandt:	For <input checked="" type="checkbox"/> ; Against ___; Abstained ___; Not Present ___.
Supervisor Richardson:	For ___; Against ___; Abstained <input checked="" type="checkbox"/> ; Not Present ___.
Supervisor Schuppan	For <input checked="" type="checkbox"/> ; Against ___; Abstained ___; Not Present ___.

PASSED AND ADOPTED THIS 28th day of July, 2015.

HALL COUNTY BOARD OF SUPERVISORS

  
Chair

  
Marla J. Conley, Hall County Clerk

RESOLUTION 2015-205

WHEREAS, the County of Hall and the City of Grand Island entered into an Inter-Local Cooperation Agreement to permit the operation of keno within Hall County; and

WHEREAS, Fonner Keno, Inc. has previously been licensed to operate keno and certain locations have been designated as satellite locations for the operation of keno; and

WHEREAS, the County of Hall has selected an additional satellite location for approval for the operation of keno, such location being the premises at 2118 North Webb Road in Grand Island, Nebraska, owned by Whitey's, Inc. dba Whitey's Bar & Grill, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Whitey's, Inc. dba Whitey's Bar & Grill, a Nebraska corporation, located at 2118 North Webb Road, Grand Island, Nebraska is hereby approved as an additional satellite location for the operation of keno, subject to entering into the proper agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-7

**#2015-206 - Approving Annual Agreement for Financial Software Licensing and Support**

Staff Contact: William Clingman, Interim Finance Director

# **Council Agenda Memo**

**From:** William Clingman, Interim Finance Director

**Meeting:** August 11, 2015

**Subject:** Approving Annual Agreement for Financial Software Licensing and Support

**Presenter(s):** William Clingman, Interim Finance Director

## **Background**

On July 10, 2001, Council approved the purchase and implementation of Tyler Technologies' MUNIS integrated financial software system for the City of Grand Island. This financial software continues to provide the City of Grand Island excellent service and support for financial information. Each year, in order to receive software upgrades and technical assistance from Tyler, it is necessary to enter into an annual Support Agreement.

## **Discussion**

The total cost for the period of 9/14/2015 to 9/13/2016 is \$152,137.65. This includes system support and licensing updates for: Operating System Database Administrative Support \$29,365.10, MUNIS Module Support and Update Licensing \$119,772.55, and Graphic User Interface (GUI) Support \$3,000.

The Operating System Database Administrative Support provides service to the Information Technology department on system backup and recovery assistance, file permissions and security, system tools and user guides of each module, assistance on upgrades for each database as well as services for free on-site system server transfers.

Munis Module Support and Update Licensing include support and licensing for City staff to use the following accounting programs. Payroll, Human Resource Management, Project Accounting, Requisitions/Purchase Orders, Accounts Payable, General Ledger, Budget, General Billing, Accounts Receivable, Special Assessments, Fixed Assets, Laserfiche, Crystal Reports, Employee Self Service and Munis Office.

The Laserfiche feature enables viewing of on-line accounts payable invoices, checks written, purchase orders, and secured employee direct deposit stubs.

Crystal Reports is a report writing system that extracts data from each accounting module table to produce user defined reports.

The Employee Self-Service module allows employees to have on-line access to pay history, W-2 information, leave balances, and make changes to their personal information such as addresses, phone numbers, dependents and emergency contacts. Employee Self-Service is also used annually for on-line cafeteria benefit deductions and has allowed the City to implement on-line employee absence approvals that flow directly into bi-weekly payroll batch processing.

Munis Office connects Microsoft Office products Excel and Word to each accounting program.

The Graphic User Interface (GUI) Support is the interface that creates the screens and user “look” to the database that holds information. Users can individualize the look and feel of each of their module screens showing different information in different ways.

### **Alternatives**

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

1. Approve the 2015-2016 Contract with Tyler Technologies, Inc. for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

### **Recommendation**

City Administration recommends that the Council approve the 2015-2016 Annual Financial Support Agreement with Tyler Technologies, Inc. in the amount of \$152,137.65.

### **Sample Motion**

Move to approve the Annual Financial Support Agreement with Tyler Technologies, Inc.





**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

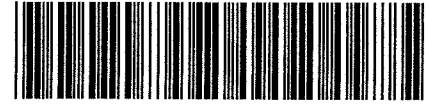
# Invoice

Invoice No	Date	Page
045-139232	08/01/2015	1 of 1

Empowering people who serve the public®

## Questions:

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: ar@tylertech.com



Bill To: CITY OF GRAND ISLAND  
ATTN: JAYE MONTER  
PO BOX 1968  
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND  
ATTN: JAYE MONTER  
PO BOX 1968  
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	68392		USD	NET30	08/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	29,365.10	29,365.10
Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016				

### \*\*ATTENTION\*\*

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

Subtotal	29,365.10
Sales Tax	0.00
Invoice Total	29,365.10



**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
045-138995	08/01/2015	1 of 2

Empowering people who serve the public®

## Questions:

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: ar@tylertech.com



Bill To: CITY OF GRAND ISLAND  
ATTN: JAYE MONTER  
PO BOX 1968  
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND  
ATTN: JAYE MONTER  
PO BOX 1968  
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	68517		USD	NET30	08/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	30,716.27	30,716.27
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	8,377.51	8,377.51
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE	1	4,188.77	4,188.77
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	9,214.75	9,214.75
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	3,909.26	3,909.26
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	5,585.01	5,585.01
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	7,757.24	7,757.24
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	6,142.74	6,142.74
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	9,214.75	9,214.75
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	6,757.92	6,757.92
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	9,214.75	9,214.75
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	6,450.33	6,450.33
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE	1	0.00	0.00
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	TYLER FORM PROCESSING SUPPORT	1	3,878.63	3,878.63
	:			
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - UB SPECIAL ASSESSMENTS	1	2,792.50	2,792.50
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			
	SUPPORT & UPDATE LICENSING - LASERFICHE INTERFACE TO DOCUMENT MANAGEMENT	1	5,572.12	5,572.12
	Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016			



**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
045-138995	08/01/2015	2 of 2

Empowering people who serve the public®

### Questions:

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: ar@tylertech.com

Bill To: CITY OF GRAND ISLAND  
ATTN: JAYE MONTER  
PO BOX 1968  
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND  
ATTN: JAYE MONTER  
PO BOX 1968  
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	68517		USD	NET30	08/31/2015
Date	Description	Units	Rate	Extended Price	

### \*\*ATTENTION\*\*

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

Subtotal	119,772.55
Sales Tax	0.00
Invoice Total	119,772.55



**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
045-138994	08/01/2015	1 of 1

Empowering people who serve the public®

## Questions:

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: ar@tylertech.com



Bill To: CITY OF GRAND ISLAND  
ATTN: JAYE MONTER  
PO BOX 1968  
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND  
ATTN: JAYE MONTER  
PO BOX 1968  
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	68444		USD	NET30	08/31/2015
Date	Description	Units	Rate	Extended Price	
Contract No.: GRAND ISLAND, NE	GUI SUPPORT	50	60.00	3,000.00	
Maintenance: Start: 14/Sep/2015, End: 13/Sep/2016					

### \*\*ATTENTION\*\*

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

Subtotal	3,000.00
Sales Tax	0.00
Invoice Total	3,000.00

RESOLUTION 2015-206

WHEREAS, on July 10, 2001, by Resolution 2001-180, the City of Grand Island approved the proposal of Process, Inc., d/b/a Munis, to implement new accounting software with an integrated financial program; and

WHEREAS, in order to receive continued upgrades and technical assistance from the company, it is necessary to enter into an annual Financial Support Agreement; and

WHEREAS, the cost for the period of September 14, 2014 to September 13, 2015 for Operating System Database Administrative support is \$29,365.10; and

WHEREAS, the cost for the period of September 14, 2014 to September 13, 2015 for Munis Module support and update licensing is \$119,772.55; and

WHEREAS, the cost for the period of September 14, 2014 to September 13, 2015 for Graphic User Interface (GUI) support is \$3,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$152,137.65 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-8

**#2015-207 - Approving Annual Payment for Utility Billing  
Software Support**

Staff Contact: William Clingman, Interim Finance Director

# **Council Agenda Memo**

**From:** William Clingman, Interim Finance Director

**Meeting:** August 11, 2015

**Subject:** Approving Annual Payment for Utility Billing Software Support

**Presenter(s):** William Clingman, Interim Finance Director

## **Background**

On July 9, 2013, Council approved the purchase and implementation of Advanced Utility Systems CIS Infinity software solution for Utility Billing via resolution 2013-227. This software serves as the billing platform for the Electric, Water and Wastewater funds within the City of Grand Island. The system officially went live on April 1, 2015.

## **Discussion**

The total cost for the period of 10/1/2015 to 9/30/2016 is \$66,241.88. This includes annual maintenance support for CIS Infinity, the core software, and Infinity.Link, the online payment website.

## **Alternatives**

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

1. Approve the 2015-2016 invoice from AUS for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the Annual Utility Billing Support Invoice in the amount of \$66,241.88.

## **Sample Motion**

Move to approve the Annual Utility Billing Support Invoice from Advanced Utility Systems.

# ADVANCED™ UTILITY SYSTEMS

a Division of N. Harris Computer Corporation

Remit To: N. Harris Computer Corporation  
62133 Collections Center Drive  
Chicago, IL 60693-0621

Invoice **MN00086880**  
Date **7/23/2015**  
Page **1 of 1**

## Ship To

City of Grand Island  
Patrick Kaup, Utility Services Manager  
100 E First Street  
PO BOX 1968  
Grand Island, NE 68802  
USA

## Bill to

City of Grand Island  
Patrick Kaup, Utility Services Manager  
100 E First Street  
PO BOX 1968  
Grand Island, NE 68802  
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	GRA01A		LOCAL DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	AUS - MAINTENANCE	CIS Infinity Support	US\$55,426.88	US\$55,426.88
1.00	AUS - MAINTENANCE	Infinity.Link Support	US\$10,815.00	US\$10,815.00
1.00	NOTE	Annual maintenance support for the period of Oct 1, 2015 - Sept 30, 2016.	US\$0.00	US\$0.00
Please note that the payment is due on or before the maintenance period start date. Therefore, please allow at least 10 business days prior to the date to mail your payment.			Subtotal	US\$66,241.88
Invoice Questions? Please call Maria El Rami at 613-226-5511 ext 2242 OR e-mail melrami@harriscomputer.com			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$66,241.88



RESOLUTION 2015-207

WHEREAS, on July 9, 2013, by Resolution 2013-227, the City of Grand Island approved the proposal of N. Harris Computer Corporation, dba Advanced Utility Systems, to implement new utility billing software; and

WHEREAS, in order to receive continued maintenance support from the company, it is necessary to make annual payments to Advanced Utility Systems; and

WHEREAS, the cost for the period of October 1, 2015 to September 30, 2016 for CIS Infinity support is \$55,426.88; and

WHEREAS, the cost for the period of October 1, 2015 to September 30, 2016 for Infinity.Link support is \$10,815.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the payment to Advanced Utility System for Annual Maintenance Support in the amount of \$66,241.88 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-9

**#2015-208 - Approving Bid Award for Liquid Ortho-Polyphosphate for Corrosion Control - Utilities Department**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting Date:** August 11, 2015

**Subject:** Purchase of Liquid Ortho-Polyphosphate for Corrosion Control

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

## **Background**

The City was issued an Administrative Order by the Nebraska Health and Human Services on March 24, 1998, requiring compliance with the Lead and Copper Rule. Because City water was corrosive enough to leach copper from household plumbing and fixtures in excess of EPA limits, the order required the preparation of an Optimum Corrosion Control Treatment program (OCCT).

The OCCT program includes the addition of liquid ortho-polyphosphate solution to the source water to reduce the corrosiveness of the naturally occurring source water. The addition was implemented in May 2003. Subsequent testing of the water system indicates that the goal of reducing corrosiveness, and thus copper levels, to comply with the regulatory order has been achieved.

## **Discussion**

The Utilities Department solicits bids annually for the treatment solution. The current contract to provide the additive for this year is completed. Therefore, specifications for the purchase of Liquid Ortho-Polyphosphate for Corrosion Control for another year were prepared and issued for bid. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on July 30, 2015. Two bids were received as listed below. The bids were evaluated based upon the total cost to treat 4.5 billion gallons of water (a high estimate of annual treatment needed). The engineer's estimate for this project was \$175,000.00.

Bidder	Unit Price/gal	Price/mil gal	Annual cost
Carus Corporation, Inc.	\$ 4.580	\$18.320	\$ 82,440.00
Shannon Chemical Corporation	\$ 7.290	\$29.160	\$131,220.00

Department staff has reviewed the bids for compliance with the City's detailed specifications. The products proposed by the suppliers are similar in chemical composition, as well as with another product successfully used in the past. The current dosage rate has been approved as part of the OCCT and has proven to achieve compliance with State Health Department regulations. Based on using the same dosage rates, the current supplier, Carus Phosphates, is recommended as the low evaluated bidder.

### **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 purchase of Liquid Ortho-Polyphosphate for Corrosion Control be awarded to Carus Corporation, Inc., from Peru, Illinois, as the low responsive bidder, for a not-to-exceed price of \$18.320 per million gallons of water treated; an annual amount estimate at \$82,440.00. The actual annual amount will depend on City water usage.

### **Sample Motion**

Move to approve bid award for Liquid Ortho-Polyphosphate for Corrosion Control in the amount of \$18.320 per million gallons of treated water, to Carus Corporation of Peru, Illinois.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** July 30, 2015 at 2:00 p.m.  
**FOR:** Purchase of Liquid Ortho-Polyphosphate for Corrosion Control  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$175,000.00  
**FUND/ACCOUNT:** 525  
**PUBLICATION DATE:** July 1, 2015  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<b><u>Shannon Chemical Corporation</u></b>	<b><u>Carus Corporation</u></b>
	Malvern, PA	Peru, IL
<b>Bid Security:</b>	Official Check	International Fidelity Ins. Co.
<b>Unit Price Bid:</b>	\$ 7.29	\$ 4.58
<b>Unit Cost of Treatment:</b>	<u>\$29.16</u>	<u>\$18.32</u>
<b>Total Cost:</b>	\$131,220.00	\$82,440.00

cc: Tim Luchsinger, Utilities Director  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utilities Secretary

William Clingman, Interim Finance Director  
Pat Gericke, Utilities Admin. Assist.  
Scott Sekutera, Utilities Dept.

**P1822**

RESOLUTION 2015-208

WHEREAS, the City Water Department invited sealed bids for Liquid Ortho-Polyphosphate for Corrosion Control; and

WHEREAS, on July 30, 2015, bids were received, opened and reviewed; and

WHEREAS, Carus Phosphates, Inc., of Peru, Illinois, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, for a not to exceed price of \$18.320 per million gallons of water treated, at an annual amount estimated at \$82,440.00 (the actual annual amount will depend on City water usage); and

WHEREAS, the bid of Carus Phosphates, Inc., is less than the estimate for Liquid Ortho-Polyphosphate for Corrosion Control.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Carus Phosphates, Inc., of Peru, Illinois, for a not to exceed price of \$18.320 per million gallons of water treated, in an annual amount estimated at \$82,440.00, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

---

Jeremy L. Jensen, Mayo

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 7, 2015	▣ City Attorney



# **City of Grand Island**

**Tuesday, August 11, 2015**

**Council Session**

## **Item G-10**

**#2015-209 - Approving Continuation of Water Main District 468 -  
Stauss Road**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** August 11, 2015

**Subject:** Continuation of Water Main District 468 – Stauss Road

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

The Utilities Department received a request for a water main district to serve the properties at Lots Five (5) and Twelve (12) Garland Place (at the west end of Stauss Road). Please refer to the attached area map for reference.

## **Discussion**

The proposed installation would be done as an assessment district. This is the standard method for installing water mains in developed areas that request City service. The eligible construction costs are charged to the property owners within the district's boundary. Assessments can be financed with the Water Department to be collected over a five year period, at 7% simple interest on the unpaid balance. The owner of record within the boundary of District 468 were notified of its creation and had 30 days to submit objection to the project. The protest period ended at 5:00 p.m. on August 3, 2015. There were no letters of protest received against District 468.

Since protest was received from less than 50% of the front footage of the land owners, the district may be continued by Council, per Nebraska Statute, 16.667.01, RRS 1943.

## **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 continue Water Main District 468.

### **Sample Motion**

Move to approve the continuation of Water Main District 468.

## UTILITIES DEPARTMENT



RESOLUTION 2015-209

WHEREAS, Water Main District No. 468 was created by Ordinance No. 9540 on June 23, 2015; and

WHEREAS, the notice of the creation of such water 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 30 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 August 3, 2015; and

WHEREAS, there were no protests filed with the City Clerk against the creation of Water Main District No. 468.

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 Water Main District No. 468, and such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney



# **City of Grand Island**

**Tuesday, August 11, 2015**

**Council Session**

## **Item G-11**

**#2015-210 - Approving Mutual Access (Easement) Agreement for  
Parkview I Well Area**

**Staff Contact: Tim Luchsinger, Stacy Nonhof**

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** August 11, 2015

**Subject:** Mutual Access (Easement) Agreement for Parkview I

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

The Utilities Department owns property at 2111 Pioneer Boulevard at which the Parkview 1 municipal water well is located. Property owners on Pioneer Boulevard and Riverview Drive south of the well site have approached the City regarding the use of the utilities easement between these two streets and the drive for the well site for access to their properties from Pioneer Boulevard through the execution of a Mutual Access Agreement. These properties are deep lots and access to Pioneer Boulevard or Riverview Drive directly across their properties, is not necessarily available. Access through the easement and the well site property has historically been used informally. The execution of a Mutual Access Agreement will document the approval of all affected property owners and formally describe the limits of access to all parties.

## **Discussion**

The Utilities Department concurs that this Access Agreement provides for the conditions and limits of access through its property and a mechanism for protection of the facilities at the Parkview 1 well site. This agreement has been reviewed by Legal staff and the Utilities Department recommends approval by the City.

## **Alternatives**

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

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

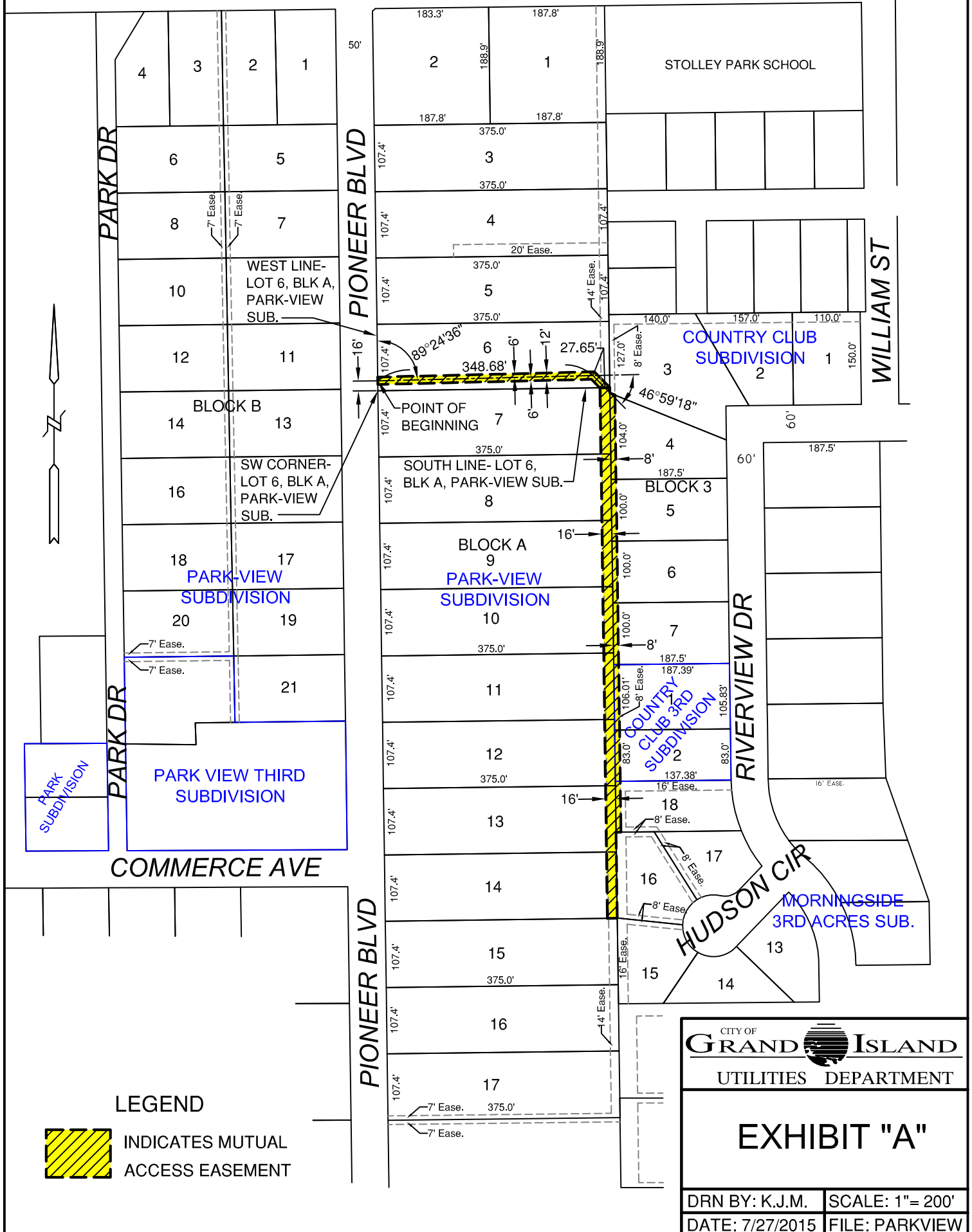
### **Recommendation**

City Administration recommends that the Council approve the Mutual Access Easement Agreement for the Utilities property at 2111 Pioneer Boulevard.

### **Sample Motion**

Move to approve the Mutual Access Easement Agreement for the Utilities property at 2111 Pioneer Boulevard.

# STOLLEY PARK RD W



\*This Space Reserved for the Register of Deeds\*

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Return to: Arend R. Baack  
PO Box 790  
Grand Island NE 68802-0790

### MUTUAL ACCESS EASEMENT AGREEMENT

This Mutual Access Easement Agreement is made and executed to become effective as of the date on which the last party hereto shall execute the same by and between, JEFFERY H. SPEASE, a single person; THOMAS W. TJADEN and CINDY L. TJADEN, Husband and Wife; JOHN GANNON and JENNIFER GANNON, Husband and Wife; JAMES D. TAYLOR and AMANDA M. TAYLOR, Husband and Wife; DIANE E. BODENBENDER, a single person; JUDY A. EVERSOLL, a single person; MATTHEW S. KENNEDY and CRYSTAL D. KENNEDY, Husband and Wife; NEIL D. STOECKER and JACQUELINE J. STOECKER, Husband and Wife; EDWIN L. WHIPPLE and BECKY L. WHIPPLE, Husband and Wife; GLORIA J. THESENVITZ, a single person; MICHELE J. HYSELL, a single person; ERIC KUCERA and MEGAN KUCERA, Husband and Wife; JON A. BAKER and VIRJEANNE R. BAKER, Husband and Wife; and RUSSELL B. ANDERSON and JANICE L. ANDERSON, Husband and Wife hereinafter collectively referred to as "Private Property Owners", and CITY OF GRAND ISLAND, NEBRASKA, a Nebraska municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, JEFFERY H. SPEASE, a single person, is the owner in fee simple of that real estate described as:

Lot Seven (7), Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, THOMAS W. TJADEN and CINDY L. TJADEN, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Eight (8), in Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, JOHN GANNON and JENNIFER GANNON, Husband and Wife, are the owners in fee simple of that real estate described as:



Lot Nine (9), in Block “A”, Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, JAMES D. TAYLOR and AMANDA M. TAYLOR, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Ten (10), in Block “A”, Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, DIANE E. BODENBENDER, a single person, is the owner in fee simple of that real estate described as:

Lot Eleven (11), in Block “A”, Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, JUDY A. EVERSOLL, a single person and surviving joint tenant of record, is the owner in fee simple of that real estate described as:

Lot Twelve (12), in Block “A”, Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, MATTHEW D. KENNEDY and CRYSTAL D. KENNEDY, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Thirteen (13), in Block “A”, Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, NEIL D. STOECKER and JACQUELINE J. STOECKER, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Fourteen (14), in Block “A”, Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, EDWIN L. WHIPPLE and BECKY L. WHIPPLE, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Four (4), Block Three (3), Country Club Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, GLORIA THESENVITZ, a single person, is the owner in fee simple of that real estate described as;

Lots Five (5) and Six (6), Block Three (3), Country Club Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, MICHELLE J. HYSELL, a single person, is the owner in fee simple of that real estate described as:

Lot Seven (7), Block Three (3), Country Club Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, ERIC KUCERA and MEGAN KUCERA, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot One (1), Country Club Third Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, JON A. BAKER and VIRJEANNE R. BAKER, Husband and Wife, are the owners in fee simple of that real estate described as:

Low Two (2), Country Club Third Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, RUSSEL B. ANDERSON and JANICE L. ANDERSON, Husband and Wife, are the owners in fee simple of that real estate described as:

Lot Eighteen (18), Morningside Acres Third Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, City is the owner in fee simple of that real estate described as:

Lot Six (6), Block "A", Park View Subdivision, in the City of Grand Island, Hall County, Nebraska;

WHEREAS, Private Property Owners and City desires to establish a perpetual non-exclusive easement to each other, their, successors and assigns, for the purpose of establishing a limited access easement to afford incidental and occasional access to the real estate owned by the Private Property Owners and City, subject to the condition that all obligations herein required are performed by Private Property Owners and City, their heirs, successors and assigns;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. Conveyance of Mutual Easement. For and in consideration of the mutual easement herein described and other good and valuable consideration, the Private Property Owners and City hereby grant and convey unto each other, their successors and assigns, an easement for ingress and egress over, through and upon that portion of the Private Property Owners' and City's real estate above described as may lie within the mutual easement area described as:

The centerline of a twelve (12.0) foot wide tract being more particularly described as follows: Commencing at the southwest corner of Lot Six (6), Block A, Park-View Subdivision; thence northerly along the westerly line of said Lot Six (6), a distance of sixteen (16.0) feet to the ACTUAL POINT OF BEGINNING; thence deflecting right 89°24'36" and running in an easterly direction, a distance of three hundred forty eight and sixty eight hundredths (348.68) feet; thence deflecting right 46°59'18" and running in a southeasterly direction, a distance of twenty seven and sixty five hundredths (27.65) feet to a point on the southerly line of said Lot Six (6); and the East Sixteen Feet (E16') of Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), all in Block "A", Park View Subdivision, in the City of Grand Island; the West Eight Feet (W8') of Lots Four (4), Five (5), Six (6), and Seven (7), all in Block Three (3), Country Club Subdivision, in the City of Grand Island, Hall County, Nebraska; the West Eight Feet (W8') of Lots One (1) and Two (2), all in Country Club Third Subdivision, in the City of Grand Island, Hall County, Nebraska; and the West Eight Feet (W8') of Lot Eighteen (18), Morningside Acres Third Subdivision, in the City of Grand Island, Hall County, Nebraska;

for the mutual benefit and incidental and occasional use as an access drive for those parcels of real estate described in the recitals hereto as may be adjacent to such easement area.

2. Rights of Easement. Private Property Owners and City hereby grant and convey unto each other, their successors and assigns, full and free right and liberty for the City and its employees together with such Private Property Owners, their tenants, servants, visitors, and licensees, in common with all others having the like right, at all times hereafter, with or without vehicles of any description, for all purposes connected with the use and enjoyment of the said described mutual easement area for whatever purpose the said land may be from time to time lawfully used and enjoyed, to pass and re-pass along the said private drive and easement so established for the purpose of incidental and occasional access to the City's and Private Property Owners' property in connection with ingress and egress to structures located upon the real estate owned by the respective parties and in connection with other rights of reasonable access as herein permitted.

3. Private Property Owners and City's Retention of Rights. Such easements hereby established are specifically subject to the reservation by the Private Property Owners and the City that these easements herein separately granted by them may be used by the Private Property Owners and City, their successors and assigns, in conjunction with the simultaneous use of the Private Property Owners and City, their successors and assigns, as to their entirety, and further subject to the express understanding that the Private Property Owners and the City, their successors and assigns, do not hereby assume any liability or responsibility to any of the other Private Property Owners or the City, their successors and assigns, or any other person using said private drives by invitation, express or implied, or by reason of any business conducted with the City or any Private Property Owners, their successors or assigns, or otherwise.

4. Indemnification. Private Property Owners, their successors and assigns, shall indemnify and hold other Private Property Owners and the City, their heirs, successors and assigns, harmless from any liability in respect to the injury of any person while using the respective easement herein benefiting a Private Property Owner with the permission, or at the direction, of such Private Property Owner, their successors and assigns.

5. Binding Effect. This Mutual Access Easement Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Mutual Easement Agreement on the dates noted in the acknowledgments hereafter.

---

Jeffery H. Spease

---

Thomas W. Tjaden

---

Cindy L. Tjaden

---

John Gannon

---

Jennifer Gannon

---

James D. Taylor

---

Amanda M. Taylor

---

Diane E. Bodenbender

---

Judy A. Eversoll

---

Matthew S. Kennedy

---

Crystal D. Kennedy

---

Neil D. Stoecker

---

Jacqueline J. Stoecker

---

Edwin L. Whipple

---

Becky L. Whipple

---

Gloria J. Thesenvitz

---

Michelle J. Hysell

---

Eric Kucera

\_\_\_\_\_  
Megan Kucera

\_\_\_\_\_  
Jon A. Baker

\_\_\_\_\_  
VirJeanne R. Baker

\_\_\_\_\_  
Russel B. Anderson

\_\_\_\_\_  
Janice L. Anderson

“Private Property Owners”

CITY OF GRAND ISLAND, NEBRASKA,  
a Nebraska Municipal Corporation

ATTEST:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

"City"

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

      The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Jeffery H. Spease, a single person.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

      The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Thomas W. Tjaden and Cindy L. Tjaden, Husband and  
Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

      The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by John Gannon and Jennifer Gannon, Husband and Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by James D. Taylor and Amanda M. Taylor, Husband and  
Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Diane E. Bodenbender, a single person.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Judy A. Eversoll, a single person.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Matthew S. Kennedy and Crystal D. Kennedy, Husband  
and Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Neil D. Stoecker and Jacqueline J. Stoecker, Husband and  
Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Edwin L. Whipple and Becky L. Whipple, Husband and  
Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_



STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

\_\_\_\_ The foregoing Mutual Access Easement Agreement was acknowledged before me this  
day of \_\_\_\_\_, 2015, by Gloria J. Thesenvitz, a single person.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

\_\_\_\_ The foregoing Mutual Access Easement Agreement was acknowledged before me this  
day of \_\_\_\_\_, 2015, by Michelle J. Hysell, a single person.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

\_\_\_\_ The foregoing Mutual Access Easement Agreement was acknowledged before me this  
day of \_\_\_\_\_, 2015, by Eric Kucera and Megan Kucera, Husband and Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

      The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Jon A. Baker and VirJeanne R. Baker, Husband and Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

      The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Russel B. Anderson and Janice L. Anderson, Husband and  
Wife.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF HALL        )

      The foregoing Mutual Access Easement Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015, by Jeremy Jensen, Mayor, and attested to by RaNae Edwards,  
City Clerk, of the City of Grand Island, Nebraska, a Nebraska municipal corporation, on behalf  
of such municipal corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

5021-1/530394v5

RESOLUTION 2015-210

WHEREAS, the Utilities Department owns property at 2111 Pioneer Boulevard where the Parkview 1 Municipal Well is located; and

WHEREAS, property owners on Pioneer Boulevard and Riverview Drive south of the well site wish to have access to their properties by crossing Utilities property; and

WHEREAS, the execution of a Mutual Access Agreement will document the approval of all affected property owners and formally describe the limits of access to all parties; and

WHEREAS, the City's Legal staff has reviewed and approved the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mutual Access Easement Agreement for the Utilities property at 2111 Pioneer Boulevard is hereby approved, and that the Mayor is hereby authorized to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
August 7, 2015	<input type="checkbox"/>	City Attorney



# **City of Grand Island**

**Tuesday, August 11, 2015**

**Council Session**

## **Item G-12**

**#2015-211 - Approving Declaration of Emergency Repair for  
Water Main at S. Eddy Street & Fonner Park Road**

**Staff Contact: Tim Luchsinger, Stacy Nonhof**

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting Date:** August 11, 2015

**Subject:** Fonner Road & Eddy Street Water Main Emergency Repair

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

## **Background**

On Sunday July 25, 2015, a water main break was reported at the intersection of Fonner Road and Eddy Street. The Water Department isolated the break, removed the concrete covering the line and excavated down to the line. The 6-inch main which was installed in 1923 is two feet below ground water and the line extends under a double 8 ft. by 4 ft. storm sewer.

To repair this main, a dewatering well will need to be installed, and the line will need to be bored under the double culverts. The Water Division does not have the equipment to complete the repair and the service of a commercial contractor is required to replace the broken main.

## **Discussion**

To restore the use of the water main and provide a safe drinking water source, the Utilities Department requests to use *Section 27-13 - Emergency Procurements* of the City Procurement Code. The cost will be based on a time and materials basis using published standard contract rates. There are a number of unknowns in this repair due to the age of the main and limited records of other infrastructure in this area. It is estimated that the cost will be \$25,000 - \$50,000.

## **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 use of *Section 27-13 Emergency Procurement* to repair the water main at the intersection of Fonner Road and Eddy Street.

### **Sample Motion**

Move to approve the use of *Section 27-13 - Emergency Procurement* to repair the water main at the intersection of Fonner Road and Eddy Street.

## RESOLUTION 2015-211

WHEREAS, on Sunday, July 25, 2015, a water main break was reported at the intersection of Fonner Road and Eddy Street; and

WHEREAS, the Water Department isolated the break, removed the concrete covering the line and excavated down to the line; and

WHEREAS, the 6" main that was installed in about 1923 is two feet below groundwater and the line extends under a double 8 ft. by 4 ft. storm sewer; and

WHEREAS, to repair this main, a dewatering well will need to be installed, and the line will need to be bored under the double culverts, and the Water Division does not have the equipment to complete the repair and must hire a commercial contractor to replace the broken main; and

WHEREAS, to restore the use of the water main and provide a safe drinking water source, the Utilities Department requested to use *Section 27-13 – Emergency Procurements* of the City Procurement Code; and

WHEREAS, the contract will be a time and materials using published standard contract rates, and there are a number of unknowns in this repair due to the age of the main; and

WHEREAS, the estimated cost of the repair will be \$25,000 to \$50,000, and it is recommended that the repair be made as soon as possible.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the use of *Section 27-13 – Emergency Procurement* to repair the water main at the intersection of Fonner Road and Eddy Street is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-13

### **#2015-212 - Approving Acquisition of Utility Easement Located at 602 West Stolley Park Road (Grand Island Public Schools)**

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

Staff Contact: John Collins, P.E. - Public Works Director



## RESOLUTION 2015-212

WHEREAS, a public utility easement is required by the City of Grand Island, from Grand Island Public Schools, in Lot One (1), Grand Island School Addition, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

### TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 320.09 FEET; THENCE N00°08'05"W A DISTANCE OF 123.01 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING EASEMENT RECORDED IN DOCUMENT NO. 95-106189, FILED SEPTEMBER 13, 1995 HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N19°42'17"W A DISTANCE OF 16.84 FEET; THENCE N04°46'05"W A DISTANCE OF 16.34 FEET; THENCE N85°13'55"E A DISTANCE OF 46.89 FEET; THENCE N43°18'55"E A DISTANCE OF 14.37 FEET; THENCE S45°41'11"E A DISTANCE OF 74.40 FEET; THENCE N89°59'25"E A DISTANCE OF 32.87 FEET; THENCE N46°44'16"E A DISTANCE OF 11.66 FEET TO A POINT ON THE SOUTH LINE OF A 16' EASEMENT RECORDED IN INSTRUMENT NO. 200608615 FILED SEPTEMBER 27, 2006 HALL COUNTY REGISTER OF DEEDS; THENCE S89°53'05"E ALONG SAID SOUTH EASEMENT LINE A DISTANCE OF 24.37 FEET; THENCE S40°06'52"W A DISTANCE OF 35.90 FEET; THENCE S86°59'25"W A DISTANCE OF 50.32 FEET; THENCE N45°55'02"W A DISTANCE OF 39.80 FEET; THENCE S88°28'28"W A DISTANCE OF 66.51 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 4,709 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

### TRACT 2

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, SILVERWOOD SECOND SUBDIVISION ;THENCE ON AN ASSUMED BEARING OF N88°50'32"E A DISTANCE OF 99.11 FEET; THENCE N01°07'26"W A DISTANCE OF 33.22 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 16' EASEMENT RECORDED IN INSTRUMENT NO. 200608615, HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE S86°48'24"E A DISTANCE OF 33.71 FEET; THENCE N03°11'36"W A DISTANCE OF 37.24 FEET; THENCE N45°22'53"W A DISTANCE OF 112.17 FEET; THENCE N44°37'07"E A DISTANCE OF 205.52 FEET; THENCE S66°51'00"E A DISTANCE OF 167.27 FEET; THENCE S45°22'53"E A DISTANCE OF 29.18 FEET; THENCE S43°03'55"W A DISTANCE OF 20.01 FEET; THENCE N45°22'53"W A DISTANCE OF 25.93 FEET; THENCE N66°51'00"W A DISTANCE OF 149.85 FEET; THENCE S44°37'07"W A DISTANCE OF 171.90 FEET; THENCE S45°22'53"E A DISTANCE OF 123.51 FEET; THENCE S01°16'55"W A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 10,984 SQUARE FEET OR 0.25 ACRES MORE OR LESS.

### TRACT 3

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 69.20 FEET; THENCE N00°08'05"W A DISTANCE OF 223.58 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING EASEMENT RECORDED IN INSTRUMENT NO. 200608615, FILED SEPTEMBER 27, 2006, HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N40°16'55"E, ALONG SAID SOUTHERLY EASEMENT LINE, A DISTANCE OF 21.37 FEET; THENCE N88°46'22"E A DISTANCE OF 51.19 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SYLVAN STREET; THENCE S01°07'26"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET; THENCE S88°46'22"W A DISTANCE OF 65.33 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 932 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

WHEREAS, an Agreement for the public utility easements has been reviewed and approved by the City Legal Department.

Approved as to Form	□ _____
August 7, 2015	□ City Attorney

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 enter into the Agreement for the public utility easement on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

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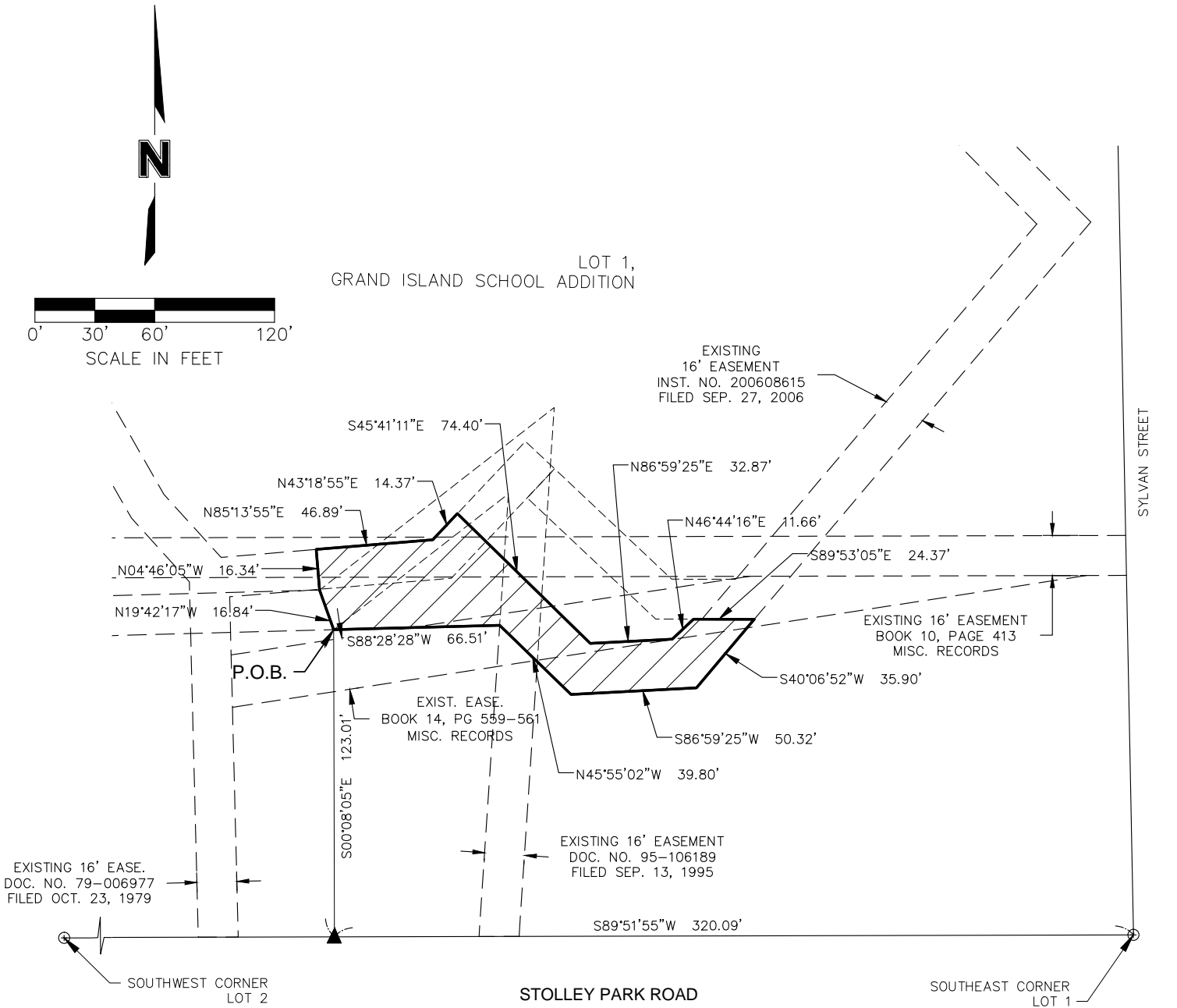
Jeremy L. Jensen, Mayor

Attest:

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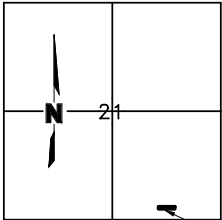
RaNae Edwards, City Clerk

UTILITY EASEMENT  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



LOCATION MAP

SEC. 21 T11N, R9W  
NOT TO SCALE



LEGEND

- ▲ CALCULATED POINT
- ⊕ FOUND CORNER
- EXISTING EASEMENT LINE
- - - EASEMENT LINE TO BE VACATED
- \_\_\_ PROPERTY LINE
- ▨ UTILITY EASEMENT AREA

UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 320.09 FEET; THENCE N00°08'05"W A DISTANCE OF 123.01 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING EASEMENT RECORDED IN DOC. NO. 95-106189, FILED SEP. 13, 1995 HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N19°42'17"W A DISTANCE OF 16.84 FEET; THENCE N04°46'05"W A DISTANCE OF 16.34 FEET; THENCE N85°13'55"E A DISTANCE OF 46.89 FEET; THENCE N43°18'55"E A DISTANCE OF 14.37 FEET; THENCE S45°41'11"E A DISTANCE OF 74.40 FEET; THENCE N86°59'25"E A DISTANCE OF 32.87 FEET; THENCE N46°44'16"E A DISTANCE OF 11.66 FEET TO A POINT ON THE SOUTH LINE OF A 16' EASEMENT RECORDED IN INST. 200608615 FILED SEP. 27, 2006 HALL COUNTY REGISTER OF DEEDS; THENCE S89°53'05"E, ALONG SAID SOUTH EASEMENT LINE A DISTANCE OF 24.37 FEET; THENCE S40°06'52"W A DISTANCE OF 35.90 FEET; THENCE S86°59'25"W A DISTANCE OF 50.32 FEET; THENCE N45°55'02"W A DISTANCE OF 39.80 FEET; THENCE S88°28'28"W A DISTANCE OF 66.51 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 4,709 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

PROJECT NO: 2015-0312

DRAWN BY: JAS

DATE: 04/27/2015

BARR SCHOOL  
UTILITY EASEMENTS



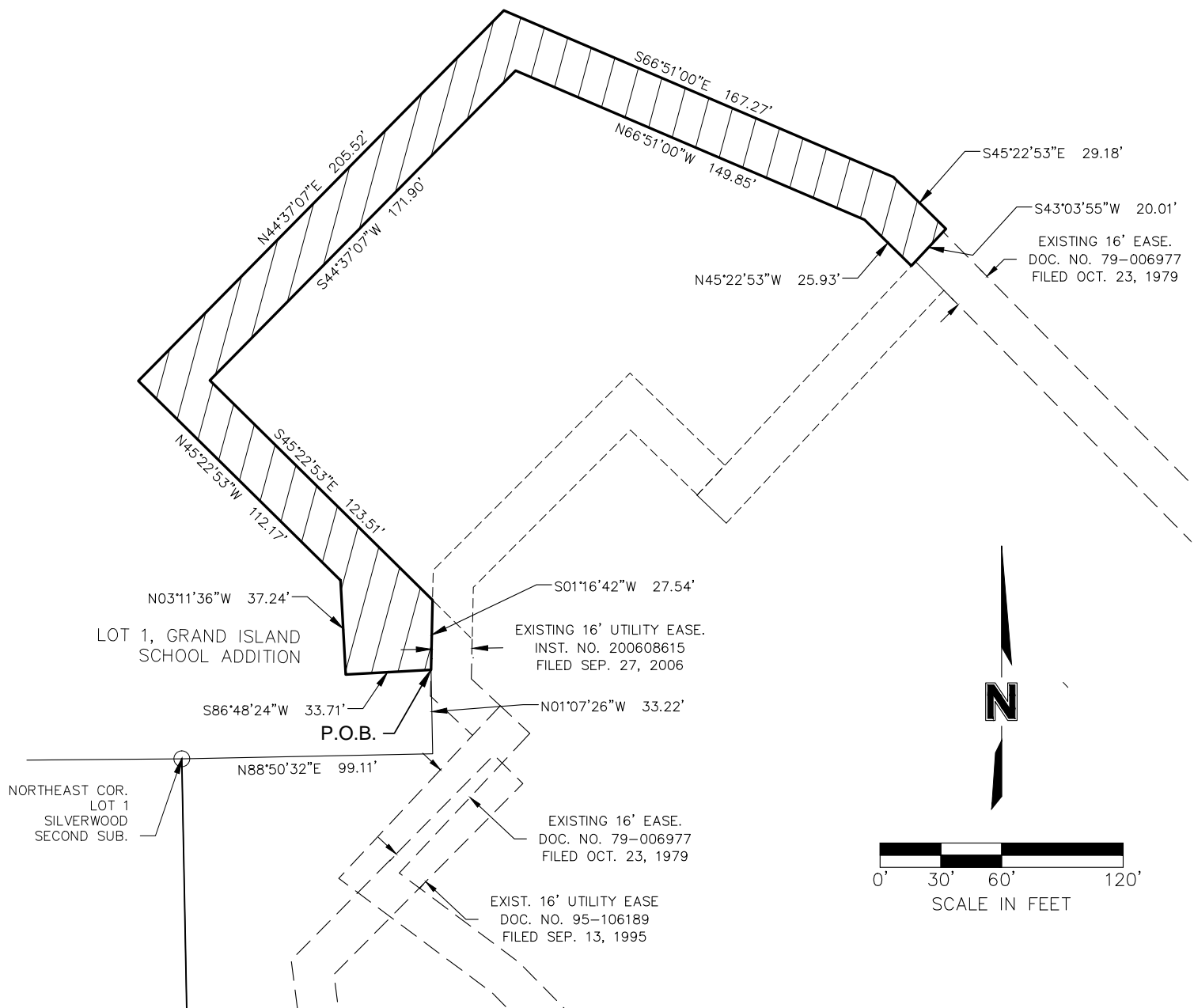
201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

EXHIBIT

1

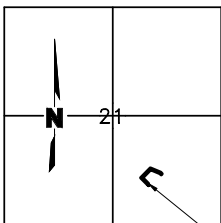
# UTILITY EASEMENT

HALL COUNTY, NEBRASKA



## LOCATION MAP

SEC. 21 T11N, R9W  
NOT TO SCALE



STOLLEY PARK RD  
UTILITY EASEMENT LOCATION

## LEGEND

- ⊕ FOUND CORNER
- EXISTING EASEMENT LINE
- - - EASEMENT LINE TO BE VACATED
- \_\_\_ PROPERTY LINE
- ▨ UTILITY EASEMENT AREA

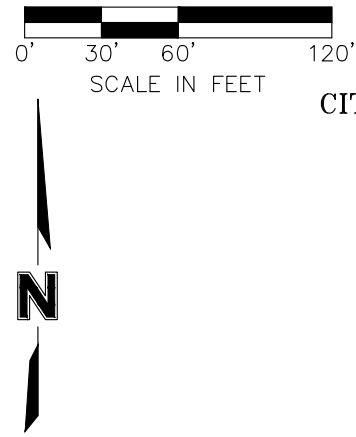
## UTILITY EASEMENT DESCRIPTION

A PERMANENT 20' UTILITY EASEMENT LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, SILVERWOOD SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N88°50'32"E A DISTANCE OF 99.11 FEET; THENCE N01°07'26"W A DISTANCE OF 33.22 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 16' EASEMENT RECORDED IN INST. NO. 200608615, HALL COUNTY REGISTER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE S86°48'24"E A DISTANCE OF 33.71 FEET; THENCE N03°11'36"W A DISTANCE OF 37.24 FEET; THENCE N45°22'53"W A DISTANCE OF 112.17 FEET; THENCE N44°37'07"E A DISTANCE OF 205.52 FEET; THENCE S66°51'00"E A DISTANCE OF 167.27 FEET; THENCE S45°22'53"E A DISTANCE OF 29.18 FEET; THENCE S43°03'55"W A DISTANCE OF 20.01 FEET; THENCE N45°22'53"W A DISTANCE OF 25.93 FEET; THENCE N66°51'00"W A DISTANCE OF 149.85 FEET; THENCE S44°37'07"W A DISTANCE OF 171.90 FEET; THENCE S45°22'53"E A DISTANCE OF 123.51 FEET; THENCE S01°16'55"W A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 10,984 SQUARE FEET OR 0.25 ACRES MORE OR LESS.

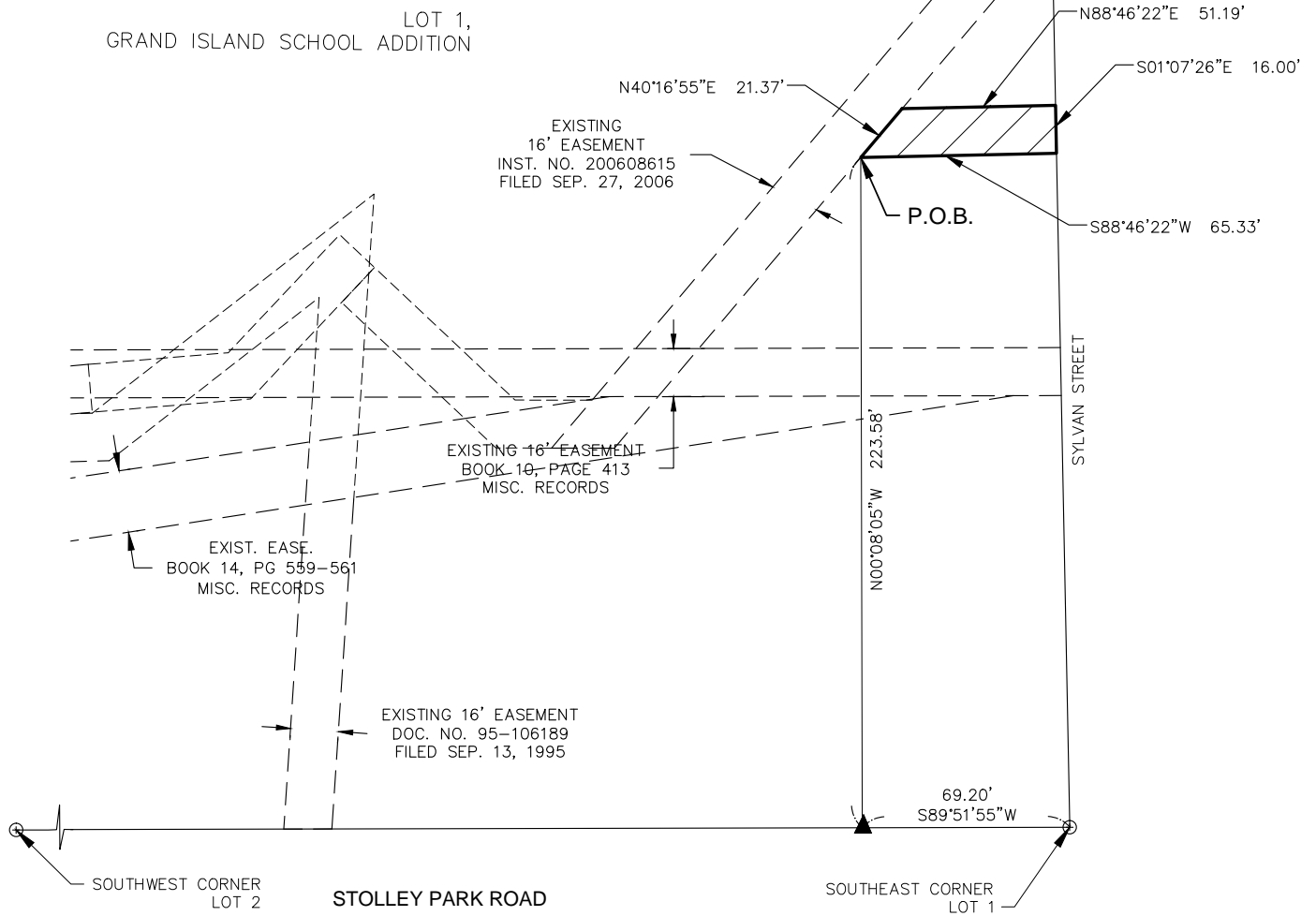
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PROJECT NO: 2015-0312	BARR SCHOOL UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMR				2
DATE: 04/27/2015				



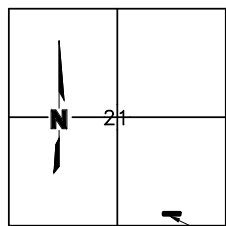
# UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



## LOCATION MAP

SEC. 21 T11N, R9W  
NOT TO SCALE



STOLLEY PARK RD  
UTILITY EASEMENT  
LOCATION

## LEGEND

- ▲ CALCULATED POINT
- ⊕ FOUND CORNER
- EXISTING EASEMENT LINE
- - - EASEMENT LINE TO BE VACATED
- \_\_\_ PROPERTY LINE
- ▨ UTILITY EASEMENT AREA

## UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1, GRAND ISLAND SCHOOL ADDITION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, GRAND ISLAND SCHOOL ADDITION; THENCE ON AN ASSUMED BEARING OF S89°51'55"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD, A DISTANCE OF 69.20 FEET; THENCE N00°08'05"W A DISTANCE OF 223.58 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING EASEMENT RECORDED IN INST. NO. 200608615, FILED SEP. 27, 2006, HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N40°16'55"E, ALONG SAID SOUTHERLY EASEMENT LINE, A DISTANCE OF 21.37 FEET; THENCE N88°46'22"E A DISTANCE OF 51.19 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SYLVAN STREET; THENCE S01°07'26"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET; THENCE S88°46'22"W A DISTANCE OF 65.33 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 932 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

DWG: F:\projects\015-0312\PBIN\EASEMENTS\015-0312 EASEMENT 3.dwg USER: jramirez  
DATE: Jul 20, 2015 12:41pm XREFS: 015-0312\_PBASE 0142905\_XTOPO Barr

PROJECT NO: 2015-0312	BARR SCHOOL UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMR				3
DATE: 04/27/2015				



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-14

**#2015-213 - Approving Change Order No. 1 for South Blaine Street  
Bridge Replacements; Project No. 2014-B-1**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** August 11, 2015

**Subject:** Approving Change Order No. 1 for South Blaine Street Bridge Replacements; Project No. 2014-B-1

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The City Council awarded the bid, in the amount of \$384,983.95, for construction of South Blaine Street Bridge Replacements; Project No. 2014-B-1 to The Diamond Engineering Co. of Grand Island, Nebraska on January 13, 2015 by Resolution No. 2015-9.

Any changes to the contract require council approval.

## **Discussion**

Several factors have delayed completion of the project; including inclement weather and scheduling conflicts; therefore The Diamond Engineering is requesting the final completion date be changed from August 1, 2015 to November 30, 2015.

After discussions regarding the existing condition of the asphalt roadway it has been determined that this area should be upgraded to concrete pavement with this bridge replacement. Taking action on this now will reduce costs by not having to address this work in the future, as well as preventing upcoming closures of this section of roadway. Such additional work will add \$40,994.72 to the original contract, for a revised total of \$425,978.67.

## **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 extending the completion date to November 30, 2015, as well as the additional work noted in Change Order No. 1 in the amount of \$40,994.72.

### **Sample Motion**

Move to approve the resolution.



**Project: Blaine Street Bridges Replacement (No. 2014-B-1)**

**Contractor:**  
**The Diamond Engineering Co.**  
**PO Box 1327**  
**Grand Island, NE 68802-1327**

**CHANGE ORDER NO. 1**  
**Date of Issuance: 8/4/2015**  
**Contract Date: 1/13/2015**

Item No.	Description	Quantities	Units	Unit Price	Total Cost
CO1-1	Remove Pavement	760.00	SY	\$6.64	\$ 5,046.40
CO1-2	Build 7" P.C. Concrete Pavement	800.00	SY	\$46.56	\$ 37,248.00
CO1-3	Reduction of Contract Price for Remove Pavement	220.00	SY	-\$0.17	\$ (37.40)
CO1-4	Reduction of Contract Price for Build 7" P.C. Concrete Pavement	628.00	SY	-\$2.01	\$ (1,262.28)

**TOTAL - CHANGE ORDER NO. 1** **\$ 40,994.72**

**Contractor Price Prior to This Change Order** **\$ 384,983.95**  
**Net Increase/Decrease Resulting from this Change Order** **\$ 40,994.72**  
**Revised Contract Price Including this Change Order** **\$ 425,978.67**

**1) DESCRIPTION OF CHANGE(S) TO BE MADE**

1. Remove the existing asphalt surfacing between Sta. 103+15 to Sta. 106+15. The removal of this area includes all costs of disposal, hauling, etc. that is already established as a payment method within the contract documents.  
2. Build 7" P.C. Concrete Pavement from Sta. 103+15 to Sta. 106+15. This pay items includes all costs for subgrade work, concrete placement, finishing, etc. that is already established as a payment method within the contract documents.  
3. Deduct original contract unit prices for pavement removal and build 7" P.C. Concrete Pavement per the direction of Diamond Engineering.  
4. The first sentence within the Contract Documents Special Provision Section SP1.09 'Schedule & Calendar/Working Day Allowances' shall be removed and replaced with the following: "All contract work, except final seeding and erosion control, shall be completed by November 30, 2015. Final seeding and any remaining erosion control shall be finished first thing in the spring upon acceptable conditions to plant. Liquidated damages shall commence in the spring if final seeding and erosion control is not completed within 21 calendar days of acceptable planting weather."

**2) REASONS FOR ORDERING CHANGE**

1. & 2. The existing condition of the roadway between Sta. 103+15 to Sta. 106+15 was discussed during the pre-construction meeting. It was determined that it would be beneficial to consider paving this existing asphalt pavement to an ultimate 24' concrete pavement section now to reduce costs and delays in the future. During the original design this was taken into consideration but the funding was not available to complete the work. This extra work will now be considered to potentially save money from having to complete the construction in the future.  
3. The Contractor indicated and approved the new unit item costs to be applied to the original contract items. This results in a net deduction for the original bid items.  
4. Abnormal weather conditions has caused higher water tables within the area and limited the availability of the Contractor to complete the work per the Contract. An extension to the Contract final completion date will allow the Contractor to complete the work within the original designated 119 calendar days. Spring construction of the any remaining seeding and erosion control would be a worse case condition and allows for ideal growing conditions for the grass.

**Approval Recommended:**

**By** \_\_\_\_\_  
John Collins, Public Works Director

**Date** \_\_\_\_\_

**The Above Change Order Accepted:**

\_\_\_\_\_  
Contractor

**By** \_\_\_\_\_

**Date** \_\_\_\_\_

**Approved for the City of Grand Island:**

**By** \_\_\_\_\_  
Jeremy L. Jensen, Mayor

**Attest** \_\_\_\_\_

RaNae Edwards, City Clerk

**Date** \_\_\_\_\_

RESOLUTION 2015-213

WHEREAS, on January 13, 2015, by Resolution 2015-9, the City Council of the City of Grand Island approved the bid of The Diamond Engineering Co. of Grand Island, Nebraska for construction of South Blaine Street Bridge Replacements; Project No. 2014-B-1; and

WHEREAS, the completion of such project has been delayed due to several factors; and

WHEREAS, The Diamond Engineering Company has requested an extension from August 1, 2015 to November 30, 2015 in order to complete the project; and

WHEREAS, additional work is necessary to address the existing condition of the asphalt roadway with an upgrade to concrete pavement; and

WHEREAS, such additional work will add \$40,994.72 to the original contract, for a revised total of \$425,978.67; and

WEREAS, the Public Works Department supports such contract extension and additional roadway work.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Co. of Grand Island, Nebraska to provide the modifications of South Blaine Street Bridge Replacements; Project No. 2014-B-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-15

**#2015-214 - Approving Change Order No. 4 for North Interceptor Phase II; Project No. 2013-S-4**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** August 11, 2015

**Subject:** Approving Change Order No. 4 for North Interceptor Phase II;  
Project No. 2013-S-4

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have jointly developed multi-year replacement planning stages for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), provide additional capacity for existing, and enable new services to areas in and around Grand Island.

The new North Interceptor gravity sewer interceptor route was developed to incorporate and partner with other utilities for the Capital Avenue Widening Project and the new Headworks Pumping Station Project at the Wastewater Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

- Phase I - Wastewater Treatment Plant to 7<sup>th</sup> Street / Skypark Road (nearing final closeout)
- Phase II (Part A) - 7<sup>th</sup> Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Phase II Part B reached substantial completion on April 15, 2015. Phase II (Part A) is underway, and a large portion of Phase II (Part C) has been completed. The lift station abandonments (Bid Sections D, E, G, H and I) will follow the completion of Phase II.

On September 9, 2014, Resolution No. 2014-284, City Council awarded, Project 2013-S-4, North Interceptor Phase II to S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50.

City Council approved Resolution No. 2015-39 on February 10, 2015, which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents. The potential

savings is anticipated to be around \$300,000 where native sand is thought to be suitable and may be used for up to 20,795 feet of pipe.

On March 23, 2015, by Resolution No. 2015-74, City Council approved Change Order No. 2 which changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine, resulting in a decreased unit price. Two (2) locations were suggested for this change; Broadwell Avenue at Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue. An overall contract deduction of \$210,003.48 was achieved, resulting in a revised contract amount of \$21,269,534.02.

On June 23, 2015, by Resolution No. 2015-160, City Council approved Change Order No. 3, which addressed:

- Unknown and unplanned restraint at the existing 18" waterline that crosses Capital Avenue just east of Webb Road;
- Additional storm sewer work near St. Paul Road as needed to fill in a portion of the utility ditch and provide access to the new manhole; and
- Finalization of the As-Built quantities for Phase II (Part B).

An overall net change of the contract amount resulted in an increase of \$56,540.88, for a revised contract amount of \$21,326,074.90.

### **Discussion**

Public Works Administration is requesting Change Order No. 4 for North Interceptor Phase II; Project No. 2013-S-4. Upon the discovery of a gasoline odor an investigation found the safest way to install the north interceptor at the intersection of Capital Avenue and Broadwell Avenue was via open cut rather than the originally planned trenchless crossing. With this construction method change there is some additional work required to reroute the dewatering discharge, as well as several modifications to the existing storm sewer at this intersection to facilitate the open cut.

This change order result in a contract decrease of \$40,651.39, for an adjusted contract amount of \$21,285,423.51.

### **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve Change Order No. 4 with S.J. Louis Construction, Inc. of Rockville, Minnesota, for North Interceptor Phase II, Project 2013-S-4.

## **Sample Motion**

Move to approve the resolution.

**CITY OF GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR – PHASE 2**

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**CITY PROJECT 2013-S-4  
BLACK & VEATCH PROJECT NO. 175144  
OLSSON ASSOCIATES PROJECT NO. 011-2347**

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**CHANGE ORDER NO. 4**

Change Order No. 4 covers items CO4-1 through CO4-4. This change order covers costs associated with additional work required at the intersection of Capital Avenue and Broadwell Avenue including open cut pipe installation, additional dewatering measures, and additional storm sewer work.

Item CO4-1. Adjust Quantity of Trenchless Crossing No. 3 (Bid Section A)

Initiated by: Contractor

While excavating the launching pit for Trenchless Crossing No. 3 (intersection of Broadwell Ave. and Capital Ave.), a gasoline odor was detected which led to further investigations into the safety of performing this trenchless crossing. It was determined that the safest method to install this portion of the North Interceptor would be to install by open-cut methods. This trenchless crossing was therefore eliminated.

This change order item changes the trenchless crossing quantity (Bid Item 2.18\_CO2) to zero.

Item CO4-2. Establish Open-Cut Installation Price for the Capital Ave. and Broadwell Ave. Intersection (Bid Section A)

Initiated by: Contractor

As discussed above in Item CO4-1, it was determined that the safest method to install this portion of the North Interceptor would be to install by open-cut methods, so this change order item establishes a new bid item to install the North Interceptor in this intersection (STA 132+87 to STA 134+99) by open-cut methods in lieu of trenchless methods. This unit price covers all ancillary costs associated with the open-cut installation.

The new Bid Item is 2.15\_CO4 with a unit price of \$1,445/LF and a quantity of 212 LF.

7/28/2015

CO4-1

Item CO4-3. Re-route Dewatering Discharge at Northwest Corner of Capital Ave. and Broadwell Ave. (Bid Section A)

Initiated by: Owner

In order to facilitate construction activities associated with the Capital Avenue Widening Project and to ensure that excess dewatering discharge wasn't being sent east and potentially negatively affecting downstream residents, such as those living along the Warm Slough, the dewatering wells on the west side of Broadwell Avenue had their discharge re-routed to the north. This change order item includes all costs associated with installing and maintaining the dewatering re-route.

Item CO4-4. Additional Storm Sewer Work in the Capital Ave. and Broadwell Ave. Intersection (Bid Section A)

Initiated by: Owner

In order to facilitate the open-cut installation of the North Interceptor through the intersection of Capital Ave. and Broadwell Ave., several modifications to the existing storm sewer system were necessary. The storm sewer modifications include a combination of new storm sewer pipe and new concrete structures. This change order item includes all costs associated with the materials and installation of the storm sewer modifications.

Attachment 1 includes a figure depicting the extent of the storm sewer modifications as well as a detailed cost breakdown.



**CITY OF GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR – PHASE 2**

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**CITY PROJECT 2013-S-4  
BLACK & VEATCH PROJECT NO. 175144  
OLSSON ASSOCIATES PROJECT NO. 011-2347**

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**SUMMARY**

**CHANGE ORDER NO. 4**

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a “+” in front of the amount, deductions by a “-”.

<u>Effect on Contract Price</u>		Increase/Decrease In Contract Price (+/-)
<u>Item</u>	<u>Description</u>	
CO4-1	Adjust Quantity of Trenchless Quantity No. 3	-\$511,579.32
CO4-2	Establish Open-Cut Installation Price for the Capital Ave. and Broadwell Ave. Intersection	+\$306,340.00
CO4-3	Re-route Dewatering Discharge at Northwest Corner of Capital Ave. and Broadwell Ave.	+\$5,142.28
CO4-4	Additional Storm Sewer Work in the Capital Ave. and Broadwell Ave. Intersection	+\$159,445.65
NET CHANGE IN CONTRACT PRICE		-\$40,651.39
BID AMOUNT OF ORIGINAL CONTRACT		\$21,479,537.50
PREVIOUS CHANGE ORDER ADJUSTMENTS		<u>-\$153,462.60</u>
CURRENT CONTRACT AMOUNT		\$21,326,074.90
CHANGE ORDER NO. 4		-\$40,651.39
ADJUSTED CONTRACT AMOUNT		\$21,285,423.51

7/28/2015

CO4-3

### Effect on Contract Time

--	Substantial Completion for Original Contract (Bid Section B)	April 15, 2015
--	Final Completion for Original Contract (Bid Section B)	April 15, 2015
--	Substantial Completion for Original Contract (Bid Sections A-C)	June 1, 2016
--	Final Completion for Original Contract (Bid Sections A-C)	June 30, 2016
--	Substantial Completion for Original Contract (Bid Sections D-I)	June 1, 2017
--	Final Completion for Original Contract (Bid Sections D-I)	June 30, 2017
CO4-1	No additional time given for Contract	
CO4-2	Contract Time Extension for Substantial Completion for Original Contract (Bid Sections A-C), Calendar Days (Date)	11 (June 12, 2016)
CO4-2	Contract Time Extension for Final Completion for Original Contract (Bid Sections A-C), Calendar Days (Date)	11 (July 11, 2016)
CO4-3	No additional time given for Contract	
CO4-4	No additional time given for Contract	

No additional claims shall be made for changes in Contract Time arising from these work items.

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 4. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Recommended:  
Black & Veatch Corporation

Approved:  
City of Grand Island

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

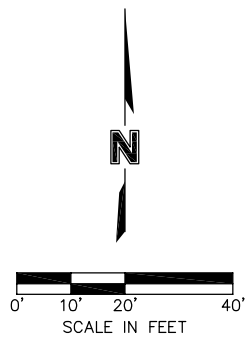
Approved:  
S.J. Louis Construction, Inc.

By: \_\_\_\_\_

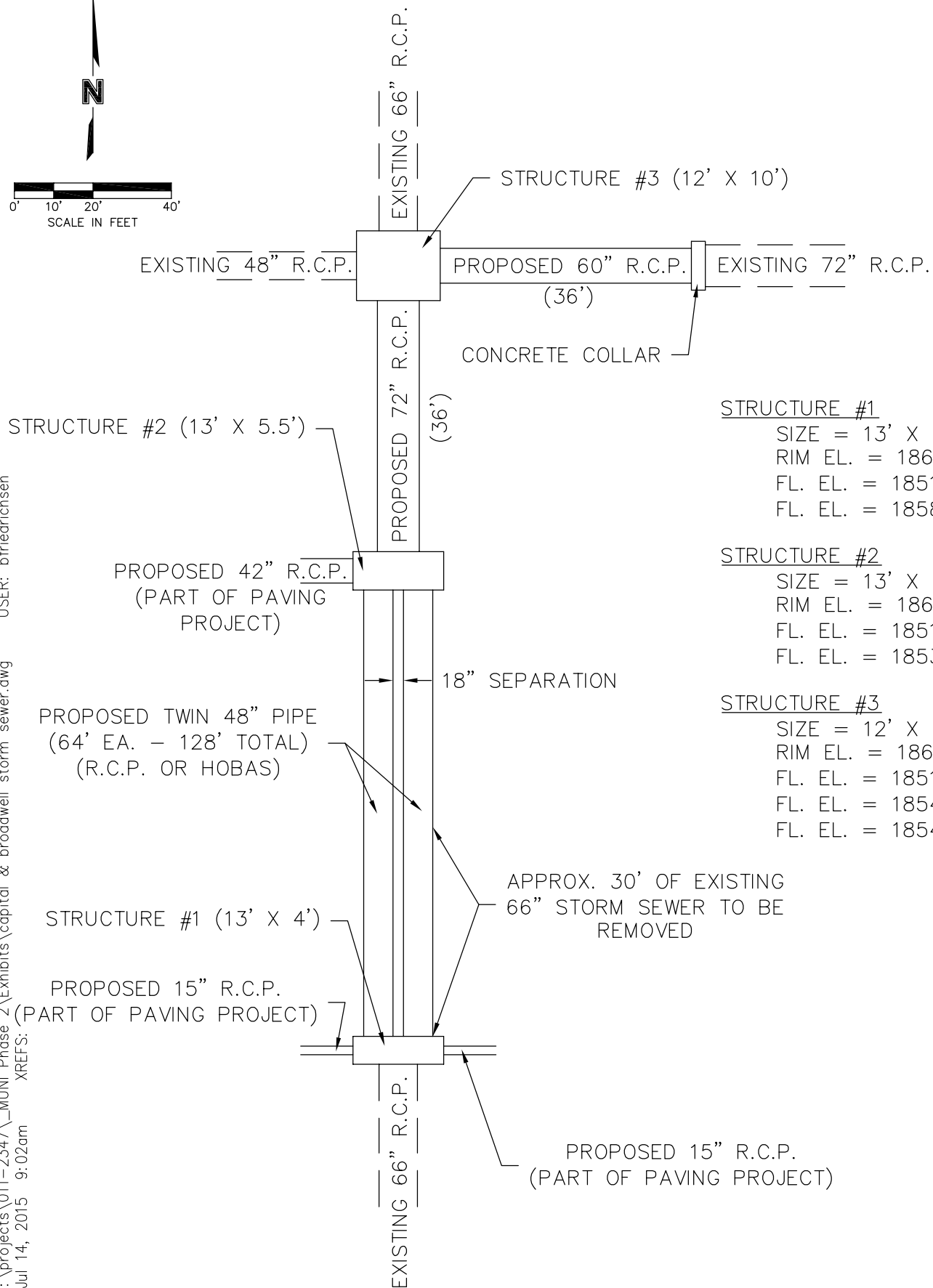
Date: \_\_\_\_\_

Approved as to Form _____ August , 2015 City Attorney
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ATTACHMENT 1  
ITEM CO4-4  
ADDITIONAL STORM SEWER WORK IN THE  
CAPITAL AVE. AND BROADWELL AVE.  
INTERSECTION  
  
DRAWINGS AND DETAILED COST BREAKDOWN



DWG: F:\projects\011-2347\MUNI Phase 2\Exhibits\capital & broadwell storm sewer.dwg  
 DATE: Jul 14, 2015 9:02am  
 USER: bfriedrichsen  
 XREFS:



STRUCTURE #1  
 SIZE = 13' X 4'  
 RIM EL. = 1862.53  
 FL. EL. = 1851.96 (N-S)  
 FL. EL. = 1858.59 (E-W)

STRUCTURE #2  
 SIZE = 13' X 5.5'  
 RIM EL. = 1863.21  
 FL. EL. = 1851.92 (N-S)  
 FL. EL. = 1853.01 (W)

STRUCTURE #3  
 SIZE = 12' X 10'  
 RIM EL. = 1863.31  
 FL. EL. = 1851.87 (N-S)  
 FL. EL. = 1854.03 (W)  
 FL. EL. = 1854.59 (E)

	Item Description	Quantity	Unit	Unit Cost	Total Cost
<b>3</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
CO4-4A	Structure No. 1 (13' x 4')	1	EA	\$23,170.35	\$23,170.35
CO4-4B	Structure No. 2 (13' x 5.5')	1	LS	\$27,369.30	\$27,369.30
CO4-4C	Structure No. 3 (12' x 10')	1	LS	\$38,236.80	\$38,236.80
CO4-4D	Concrete Collar (60" x 72")	2	EA	\$3,675.00	\$7,350.00
CO4-4E	72" RC Storm Sewer Pipe	36	LF	\$357.00	\$12,852.00
CO4-4F	60" RC Storm Sewer Pipe	36	LF	\$331.80	\$11,944.80
CO4-4G	48" Pipe (Hobas Thick Walled or RC Pipe)	128	LF	\$270.11	\$34,574.40
CO4-4H	Remove Existing 66" Storm Sewer Pipe	30	LF	\$44.10	\$1,323.00
CO4-4I	Remove and Haul Weir Manhole	1	LS	\$2,625.00	\$2,625.00
				<b>Total</b>	<b>\$159,445.65</b>

## RESOLUTION 2015-214

WHEREAS, On September 9, 2014, by Resolution No. 2014-284, City Council awarded, Project 2013-S-4, North Interceptor Phase II to S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50; and

WHEREAS, on February 10, 2015, by Resolution No. 2015-39, City Council approved Change Order No. 1, which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents; and

WHEREAS, on March 24, 2015, by Resolution No. 2015-74, City Council approved Change Order No. 2, which changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine at both Broadwell Avenue/Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue and resulted in a deduction of \$210,003.48, for a revised contract amount of \$21,269,534.02; and

WHEREAS on June 23, 2015, by Resolution No. 2015-160, City Council approved Change Order No. 3, which addressed unknown and unplanned restraint at the existing 18" waterline that crosses Capital Avenue just east of Webb Road; additional storm sewer work near St. Paul Road as needed to fill in a portion of the utility ditch and provide access to the new manhole; and finalization of the As-Built quantities for Phase II (Part B) and resulted in an increase of \$56,540.88, for a revised contract amount of \$21,326,074.90; and

WHEREAS, Change Order No. 4 allows for an open cut at the intersection of Capital Avenue and Broadwell Avenue for installation of the north interceptor, rerouting of the dewatering discharge, and several modifications to the existing storm sewer at this intersection; and

WHEREAS, an overall net change of the contract amount will be a decrease of \$40,651.39, which results in an adjusted contract amount of \$21,285,423.51.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with Change Order No. 4 with S.J. Louis Construction, Inc. of Rockville, Minnesota is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 3, North Interceptor Phase II, Project 2013-S-4 on behalf of the City of Grand Island.

- - -

Approved as to Form	□	_____
September 10, 2013	□	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item G-16

**#2015-215 - Approving Bid Award for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G**

Staff Contact: John Collins, P.E. - Public Works Director



# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** April 14, 2015

**Subject:** Approving Bid Award for Community Development Block Grant Handicap Ramps 4<sup>th</sup> to 5<sup>th</sup> Streets; Sycamore Street to Eddy Street; Project No. 2014-2G

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

On July 1, 2015 the Engineering Division of the Public Works Department advertised for bids for the construction of handicap ramps and sidewalks on both 4<sup>th</sup> Street and 5<sup>th</sup> Street, from Sycamore Street to Eddy Street and for Lions Park rehabilitation. Solicitations were sent to sixteen (16) potential bidders.

The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards. The current schedule and budget will bring the City into compliance in approximately 22 years.

The area of 4<sup>th</sup> & 5<sup>th</sup> Street, from Sycamore Street to Eddy Street qualifies for the Community Development Block Grant (CDBG) and it is recommended that such funds be used to install handicap ramps and sidewalks in this location, as well as rehabilitate Lions Park during the 2015/2016 construction season. The City will be required to match 50% of the project cost, which is estimated to be \$1,100,000 at this time. The City currently has leveraged funds (matched dollars) in the amount of \$857,455.76 from previous projects completed in this area.

This project was bid based on four (4) individual bid sections with one add alternate in connection with Lions Park. Each bid section was calculated individually.

## **Discussion**

Two (2) bids were received and opened on July 16, 2015. The Engineering Division of the Public Works Department and the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

	<b><i>PRAIRIE LAND CONSTRUCTION, INC. OF LOOMIS, NE</i></b>	<b><i>THE DIAMOND ENGINEERING CO. OF GRAND ISLAND, NE</i></b>
Bid Section A – 4 <sup>th</sup> Street	\$296,422.55	\$480,179.98
Bid Section B – 5 <sup>th</sup> Street	\$84,408.65	\$129,508.52
Bid Section C – Lions Park	\$313,490.30	\$600,468.21
Bid Section D – Alley	\$66,504.40	\$70,255.59
Bid Section – Alternate for Lions Park	\$72,365.00	\$117,426.32
Grand Total	\$833,190.90	\$1,397,838.62

Neither bidder noted any exceptions to the bid solicitation.

The low bid for Section C and the Alternate Bid are both being withdrawn because of missed items and the other bid was well over the reasonable estimate.

Public Works and Parks staff are recommending award of Bid Sections A, B & D to Prairie Land Construction, Inc. of Loomis, Nebraska in the total amount of \$447,335.60. Bid Section C with the Alternate Bid are not recommended to be awarded at this time will be rebid later this fall.

### **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 bid award to the low compliant bidder, Prairie Land Construction, Inc. of Loomis, Nebraska in the amount of \$447,335.60.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** July 16, 2015 at 2:15 p.m.  
**FOR:** CDBG Handicap Ramp Project 2014-2G  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$1,085,000.00  
**FUND/ACCOUNT:** 2511617-85213 & 2511617-25180  
**PUBLICATION DATE:** July 1, 2015  
**NO. POTENTIAL BIDDERS:** 16

**SUMMARY**

<b>Bidder:</b>	<b><u>Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Prairie Land Construction Inc.</u></b> Loomis, NE
<b>Bid Security:</b>	Universal Surety Co.	Cashier's Check
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Section A:</b>	\$480,179.98	\$317,773.25
<b>Section B:</b>	\$129,508.52	\$ 84,407.25
<b>Section C:</b>	\$600,471.81	\$323,849.00
<b>Alternate C:</b>	\$117,426.32	\$ 72,365.00
<b>Section D:</b>	\$ 70,255.59	\$ 64,603.00

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
William Clingman, Interim Finance Director  
Terry Brown, Mgr. Eng. Services

**P1823**





EXHIBIT A

CDBG SIDEWALK PROJECT BOUNDARY

GRAND ISLAND, NEBRASKA

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT



RESOLUTION 2015-215

WHEREAS, the City of Grand Island invited sealed bids for Community Development Block Grant Handicap Ramps 4<sup>th</sup> to 5<sup>th</sup> Streets; Sycamore Street to Eddy Street; Project No. 2014-2G, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on July 16, 2015 bids were received, opened, and reviewed; and

WHEREAS, Prairie Land Construction, Inc. of Loomis, 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 \$447,335.60; and

WHEREAS, such bid award is for Bid Section A in the amount of \$296,422.55, Bid Section B in the amount of \$84,408.65, and Bid Section D in the amount of \$66,504.40; and

WHEREAS, Prairie Land Construction, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Prairie Land Construction, Inc. of Loomis, Nebraska in the amount of \$447,335.60 for Bid Sections A, B and D for Community Development Block Grant Handicap Ramps 4<sup>th</sup> to 5<sup>th</sup> Streets; Sycamore Street to Eddy Street; Project No. 2014-2G is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item I-1

**#2015-216 - Consideration of Request from Bosselman Pump & Pantry, Inc. dba, Pump & Pantry #8, 2028 No. Broadwell Avenue for a Class “D” Liquor License and Liquor Manager Designation for Brian Fausch, 2009 West Highway 34**

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

Staff Contact: RaNae Edwards

RESOLUTION 2015-216

WHEREAS, an application was filed by Bosselman Pump & Pantry, Inc. doing business as Pump & Pantry #8, 2028 North Broadwell Avenue for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 1, 2015; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on August 11, 2015 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Brian Fausch, 2009 West Highway 34 as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2015	☐ City Attorney



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item I-2

**#2015-217 - Consideration of Approving Proposed FTEs for the 2015-2016 Budget**

Staff Contact: William Clingman, Interim Finance Director



# **Council Agenda Memo**

**From:** William Clingman, Interim Finance Director

**Meeting:** August 11, 2015

**Subject:** Approval of Proposed FTEs for the 2015-2016 Budget

**Presenter(s):** William Clingman, Interim Finance Director

## **Background**

On July 21, 2015 the proposed full time equivalent (FTE) position changes for the 2015-2016 Budget were presented to Council. Each department director presented their relevant requested FTEs for 2015-2016.

## **Discussion**

The FTE changes being requested for the 2015-2016 Budget are detailed below.

<b>Fund</b>	<b>FTE Count</b>	<b>JOB CLASS</b>
<b>General</b>	<b>1.0000</b>	CASHIER (START 6-1-2016)
<b>General</b>	<b>(1.0000)</b>	MAINTENANCE WORKER I (RECLASS TO MW)
<b>General</b>	<b>1.0000</b>	RECLASS MAINTENANCE WORKER (EFFECTIVE DECEMBER 2015)
<b>General</b>	<b>1.0000</b>	EVIDENCE TECHNICIAN STARTING 5-1-2016
<b>General</b>	<b>0.2000</b>	VICTIM/WITNESS ADVOCATE (20% GNL FUND/80% VOCA GRANT-260 FUND)
<b>General</b>	<b>1.0000</b>	POLICE RECORDS CLERK START 8-1-2016
<b>General</b>	<b>1.0000</b>	PUBLIC SAFETY DISPATCHER START 1-1-2016
<b>General</b>	<b>2.0000</b>	EQUIPMENT OPERATOR (\$84,964 x 2)
<b>General</b>	<b>(1.2787)</b>	PT LIBRARY ASSISTANT (TO FT LIBR ASST I)
<b>General</b>	<b>2.0000</b>	FT LIBRARY ASSISTANT I (\$64,960 x 2)
<b>General</b>	<b>(1.0000)</b>	FT LIBRARY ASSISTANT I (PROMOTIONAL OPPORTUNITY TO LIBR ASST II)
<b>General</b>	<b>1.0000</b>	FT LIBRARY ASSISTANT II
<b>General</b>	<b>1.0000</b>	ASSISTANT LIBRARY DIRECTOR
<b>General</b>	<b>0.2231</b>	PT LIBRARY PAGE
<b>General</b>	<b>0.5000</b>	SEASONALS (START 5-1-2016)

<b>General</b>	<b>1.0000</b>	MAINT WRKR (JOB TRANSFER FROM FIELD HOUSE .58 FTE & WATER PARK .42 FTE)
<b>General</b>	<b>0.2000</b>	SEASONALS
<b>General</b>	<b>0.6000</b>	RECREATION COORD (SPLIT 60% FLD HOUSE/30% WTR PARK/10% LNCLN POOL)
<b>General</b>	<b>(0.5800)</b>	MAINTENANCE WORKER (JOB TRANSFER TO PARK OPS)
<b>General</b>	<b>0.3000</b>	RECREATION COORD (SPLIT 60% FLD HOUSE/30% WTR PARK/10% LNCLN POOL)
<b>General</b>	<b>(0.4200)</b>	MAINTENANCE WORKER (JOB TRANSFER TO PARK OPS)
<b>General</b>	<b>0.1000</b>	RECREATION COORD (SPLIT 60% FLD HOUSE/30% WTR PARK/10% LNCLN POOL)
<b>General</b>	<b>(0.8500)</b>	PUBLIC INFORMATION OFFICER
<b>General</b>	<b>1.0000</b>	PUBLIC INFORMATION OFFICER
<b>Enhanced 911</b>	<b>(0.1500)</b>	PUBLIC SAFETY DISPATCHER
<b>Enhanced 911</b>	<b>(0.1500)</b>	PUBLIC SAFETY DISPATCHER
<b>Enhanced 911</b>	<b>0.2500</b>	PUBLIC SAFETY DISPATCHER
<b>Enhanced 911</b>	<b>0.2500</b>	PUBLIC SAFETY DISPATCHER
<b>PSC Wireless</b>	<b>(0.8500)</b>	PUBLIC SAFETY DISPATCHER
<b>PSC Wireless</b>	<b>(0.8500)</b>	PUBLIC SAFETY DISPATCHER
<b>PSC Wireless</b>	<b>0.7500</b>	PUBLIC SAFETY DISPATCHER
<b>PSC Wireless</b>	<b>0.7500</b>	PUBLIC SAFETY DISPATCHER
<b>CYC</b>	<b>(0.1500)</b>	PUBLIC INFORMATION OFFICER
<b>Local Assistance</b>	<b>0.8000</b>	VICTIM/WITNESS ADVOCATE (20% GNL FUND/80% VOCA GRANT-260 FUND)
<b>Electric</b>	<b>1.0000</b>	SYSTEM TECHNICIAN
<b>Wastewater</b>	<b>0.2500</b>	MAINTENANCE SEASONAL WORKER

In total the requested FTEs create a net increase of 11.8944 in allocated FTEs and an estimated total cost increase of \$650,687 for the 2015-2016 proposed budget.

### **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the requested 2015-2016 FTE changes.

## **Sample Motion**

Move to approve the 2015-2016 requested FTE changes for the 2015-2016 Budget.

## Budget 2015-2016

DEPARTMENT #	FTE Count	JOB CLASS	POSITION IMPACT	TOTAL DEPT IMPACT
FINANCE - 11401	<i>100 FUND</i>			
	1.0000	CASHIER (START 6-1-2016)	12,838.00	
	1.0000	<b>TOTAL:</b>		<b>12,838.00</b>
CITY HALL BUILDING - 11701	<i>100 FUND</i>			
	(1.0000)	MAINTENANCE WORKER I (RECLASS TO MW)	(50,802.00)	
	1.0000	RECLASS MAINTENANCE WORKER (EFFECTIVE DECEMBER 2015)	54,018.00	
	0.0000	<b>TOTAL:</b>		<b>3,216.00</b>
POLICE - 22301	<i>100 FUND</i>			
	1.0000	EVIDENCE TECHNICIAN STARTING 5-1-2016	23,460.00	
	0.2000	VICTIM/WITNESS ADVOCATE (20% GNL FUND/80% VOCA GRANT-260 FUND)	11,402.00	
	1.0000	POLICE RECORDS CLERK START 8-1-2016	6,415.00	
	2.2000	<b>TOTAL:</b>		<b>41,277.00</b>
EMERG MNGNT COMM - 226	<i>100 FUND</i>			
	1.0000	PUBLIC SAFETY DISPATCHER START 1-1-2016	43,081.00	
	1.0000	<b>TOTAL:</b>		<b>43,081.00</b>
STREETS - 33501	<i>100 FUND</i>			
	2.0000	EQUIPMENT OPERATOR (\$84,964 x 2)	169,922.00	
	2.0000	<b>TOTAL:</b>		<b>169,922.00</b>
LIBRARY - 44301	<i>100 FUND</i>			
	(1.2787)	PT LIBRARY ASSISTANT (TO FT LIBR ASST I)	(58,967.00)	
	2.0000	FT LIBRARY ASSISTANT I (\$64,960 x 2)	129,800.00	
	(1.0000)	FT LIBRARY ASSISTANT I (PROMOTIONAL OPPORTUNITY TO LIBR ASST II)	(64,900.00)	
	1.0000	FT LIBRARY ASSISTANT II	66,771.00	
	1.0000	ASSISTANT LIBRARY DIRECTOR	85,167.00	
	0.2231	PT LIBRARY PAGE	4,065.00	
	0.5000	SEASONALS (START 5-1-2016)	8,634.00	
	2.4444	<b>TOTAL:</b>		<b>170,570.00</b>
PARK OPERATIONS - 444	<i>100 FUND</i>			
	1.0000	MAINT WRKR (JOB TRANSFER FROM FIELD HOUSE .58 FTE & WATER PARK .42 FTE)	75,794.00	
	1.0000	<b>TOTAL:</b>		<b>75,794.00</b>
GREENHOUSE - 444	<i>100 FUND</i>			
	0.2000	SEASONALS	4,656.00	
	0.2000	<b>TOTAL:</b>		<b>4,656.00</b>
FIELDHOUSE - 445	<i>100 FUND</i>			
	0.6000	RECREATION COORD (SPLIT 60% FLD HOUSE/30% WTR PARK/10% LNCLN POOL)	41,108.00	
	(0.5800)	MAINTENANCE WORKER (JOB TRANSFER TO PARK OPS)	(47,765.00)	
	0.0200	<b>TOTAL:</b>		<b>(6,657.00)</b>
WATERPARK - 44525	<i>100 FUND</i>			
			20,662.00	

## Budget 2015-2016

DEPARTMENT #	FTE Count	JOB CLASS	POSITION IMPACT	TOTAL DEPT IMPACT
	(0.4200)	MAINTENANCE WORKER (JOB TRANSFER TO PARK OPS)	(31,400.00)	
	(0.1200)	TOTAL:		(10,738.00)
LINCOLN POOL - 44525	100 FUND			
	0.1000	RECREATION COORD (SPLIT 60% FLD HOUSE/30% WTR PARK/10% LNCLN POOL)	7,032.00	
	0.1000	TOTAL:		7,032.00
PUBLIC INFORMATION - 44601	100 FUND	(CHANGE FUNDING)		
	(0.8500)	PUBLIC INFORMATION OFFICER	(86,653.00)	
	1.0000	PUBLIC INFORMATION OFFICER	100,777.00	
	0.1500	TOTAL:		14,124.00
ENHANCED 911 - 215	215 FUND	(CHANGE FUNDING)		
	(0.1500)	PUBLIC SAFETY DISPATCHER	(12,447.00)	
	(0.1500)	PUBLIC SAFETY DISPATCHER	(12,436.00)	
	0.2500	PUBLIC SAFETY DISPATCHER	18,086.00	
	0.2500	PUBLIC SAFETY DISPATCHER	13,369.00	
	0.2000	TOTAL:		6,572.00
PSC WIRELESS - 216	216 FUND	(CHANGE FUNDING)		
	(0.8500)	PUBLIC SAFETY DISPATCHER	(66,875.00)	
	(0.8500)	PUBLIC SAFETY DISPATCHER	(53,700.00)	
	0.7500	PUBLIC SAFETY DISPATCHER	61,258.00	
	0.7500	PUBLIC SAFETY DISPATCHER	39,047.00	
	(0.2000)	TOTAL:		(20,270.00)
COMMUNITY YOUTH COUNCIL - 229	229 FUND	(CHANGE FUNDING)		
	(0.1500)	PUBLIC INFORMATION OFFICER	(15,283.00)	
	(0.1500)	TOTAL:		(15,283.00)
VOCA GRANT - 260	260 FUND			
	0.8000	VICTIM/WITNESS ADVOCATE (20% GNL FUND/80% VOCA GRANT-260 FUND)	42,323.00	
	0.8000	TOTAL:		42,323.00
UTILITIES - 520	520 FUND			
	1.0000	SYSTEM TECHNICIAN	102,465.00	
	1.0000	TOTAL:		102,465.00
WWTP - 530				

## Budget 2015-2016

DEPARTMENT #	FTE Count	JOB CLASS	POSITION IMPACT	TOTAL DEPT IMPACT
	0.2500	MAINTENANCE SEASONAL WORKER	9,765.00	
	0.2500	TOTAL:		9,765.00
	FTE Count	GRAND TOTALS:		
	11.8944		650,687.00	650,687.00

## DOLLAR SUMMARY OF 2015-16 FTE CHANGES BY FUND

	FTE Count		FUND IMPACT
<u>General Fund</u>			
	9.9944	100 FUND	525,115.00
	9.9944	Total General Fund	525,115.00
<u>Special Revenue Funds</u>			
	0.2000	215 FUND	6,572.00
	(0.2000)	216 FUND	(20,270.00)
	(0.1500)	229 FUND	(15,283.00)
	0.8000	260 FUND	42,323.00
	0.6500	Total Special Revenue	13,342.00
<u>Enterprise Fund</u>			
	1.0000	520 FUND	102,465.00
	0.2500	530 FUND	9,765.00
	1.2500	Total Enterprise Fund	112,230.00
	11.8944	TOTAL CITY:	650,687.00

## R E S O L U T I O N   2015-217

WHEREAS, the 2015-2016 budget process includes requests for new full time equivalents (FTEs) positions by several City Funds; and

WHEREAS, the City Council will adopt the 2015-2016 Budget at the September 8, 2015 meeting; and

WHEREAS, the new FTE positions are incorporated into the Fiscal Year 2015-2016 Budget revenue numbers; and

WHEREAS, the new FTE positions will increase the total FTE count by 11.8944; and

WHEREAS, the estimated 2016 total cost and required budget increase for these new FTE positions is \$650,687; and

WHEREAS, the specific FTE changes are:

<b>Fund</b>	<b>FTE Count</b>	<b>JOB CLASS</b>
<b>General</b>	<b>1.0000</b>	CASHIER (START 6-1-2016)
<b>General</b>	<b>(1.0000)</b>	MAINTENANCE WORKER I (RECLASS TO MW)
<b>General</b>	<b>1.0000</b>	RECLASS MAINTENANCE WORKER (EFFECTIVE DECEMBER 2015)
<b>General</b>	<b>1.0000</b>	EVIDENCE TECHNICIAN STARTING 5-1-2016
<b>General</b>	<b>0.2000</b>	VICTIM/WITNESS ADVOCATE (20% GNL FUND/80% VOCA GRANT-260 FUND)
<b>General</b>	<b>1.0000</b>	POLICE RECORDS CLERK START 8-1-2016
<b>General</b>	<b>1.0000</b>	PUBLIC SAFETY DISPATCHER START 1-1-2016
<b>General</b>	<b>2.0000</b>	EQUIPMENT OPERATOR (\$84,964 x 2)
<b>General</b>	<b>(1.2787)</b>	PT LIBRARY ASSISTANT (TO FT LIBR ASST I)
<b>General</b>	<b>2.0000</b>	FT LIBRARY ASSISTANT I (\$64,960 x 2)
<b>General</b>	<b>(1.0000)</b>	FT LIBRARY ASSISTANT I (PROMOTIONAL OPPORTUNITY TO LIBR ASST II)
<b>General</b>	<b>1.0000</b>	FT LIBRARY ASSISTANT II
<b>General</b>	<b>1.0000</b>	ASSISTANT LIBRARY DIRECTOR
<b>General</b>	<b>0.2231</b>	PT LIBRARY PAGE
<b>General</b>	<b>0.5000</b>	SEASONALS (START 5-1-2016)
<b>General</b>	<b>1.0000</b>	MAINT WRKR (JOB TRANSFER FROM FIELD HOUSE .58 FTE & WATER PARK .42 FTE)
<b>General</b>	<b>0.2000</b>	SEASONALS
<b>General</b>	<b>0.6000</b>	RECREATION COORD (SPLIT 60% FLD HOUSE/30%

Approved as to Form <input type="checkbox"/> _____ August 7, 2015 <input type="checkbox"/> City Attorney
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		WTR PARK/10% LNCLN POOL)
<b>General</b>	<b>(0.5800)</b>	MAINTENANCE WORKER (JOB TRANSFER TO PARK OPS)
<b>General</b>	<b>0.3000</b>	RECREATION COORD (SPLIT 60% FLD HOUSE/30% WTR PARK/10% LNCLN POOL)
<b>General</b>	<b>(0.4200)</b>	MAINTENANCE WORKER (JOB TRANSFER TO PARK OPS)
<b>General</b>	<b>0.1000</b>	RECREATION COORD (SPLIT 60% FLD HOUSE/30% WTR PARK/10% LNCLN POOL)
<b>General</b>	<b>(0.8500)</b>	PUBLIC INFORMATION OFFICER
<b>General</b>	<b>1.0000</b>	PUBLIC INFORMATION OFFICER
<b>Enhanced 911</b>	<b>(0.1500)</b>	PUBLIC SAFETY DISPATCHER
<b>Enhanced 911</b>	<b>(0.1500)</b>	PUBLIC SAFETY DISPATCHER
<b>Enhanced 911</b>	<b>0.2500</b>	PUBLIC SAFETY DISPATCHER
<b>Enhanced 911</b>	<b>0.2500</b>	PUBLIC SAFETY DISPATCHER
<b>PSC Wireless</b>	<b>(0.8500)</b>	PUBLIC SAFETY DISPATCHER
<b>PSC Wireless</b>	<b>(0.8500)</b>	PUBLIC SAFETY DISPATCHER
<b>PSC Wireless</b>	<b>0.7500</b>	PUBLIC SAFETY DISPATCHER
<b>PSC Wireless</b>	<b>0.7500</b>	PUBLIC SAFETY DISPATCHER
<b>CYC</b>	<b>(0.1500)</b>	PUBLIC INFORMATION OFFICER
<b>Local Assistance</b>	<b>0.8000</b>	VICTIM/WITNESS ADVOCATE (20% GNL FUND/80% VOCA GRANT-260 FUND)
<b>Electric</b>	<b>1.0000</b>	SYSTEM TECHNICIAN
<b>Wastewater</b>	<b>0.2500</b>	MAINTENANCE SEASONAL WORKER

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the requested FTE increases for the 2015-2016 Budget are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

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# **City of Grand Island**

**Tuesday, August 11, 2015**

**Council Session**

## **Item I-3**

### **#2015-218 - Consideration of Approving Health and Dental Benefits**

**Staff Contact: Aaron Schmid, Human Resources Director**

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** August 11, 2015

**Subject:** Approval of Health and Dental Benefits

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

The City of Grand Island provides health and dental benefits to its employees. The City has a partially self-funded plan, meaning that claims are actually paid for by the premium dollars generated through the plan to a specified limit. The City utilizes a third party, Blue Cross Blue Shield of Nebraska, to administer and pay claims and provide stop loss coverage.

The City's current "specific deductible" or stop loss is \$150,000 per participant. This means that the first \$150,000 of claims for a plan participant is paid for by the premium dollars generated and then the reinsurance carrier picks up the claims that exceed the deductible. The City's dental plan is self-funded and the principle is the same as for health insurance in that the premiums generated pay the claims incurred.

## **Discussion**

As the new fiscal and plan years are set to begin on October 1, it is customary to bring the health insurance renewal forward as well as funding requirements. The City budgeted \$8.817 million for fiscal year 2015/2016 for health and dental insurance expenses. The budgeted amount covers items such as payment of claims, administrative fees, and HSA contributions.

The addition of the Qualified High Deductible Plan (QHDP) continues to have a favorable impact on claims. Approximately 25% of eligible employees are enrolled in the QHDP. Although we have experienced a small number of large claims, overall the rest of our claims experience was positive.

The proposed QHDP has a \$3,000/\$5,500 in network deductible. The traditional PPO plan has a \$500/\$1,000 in-network deductible. Participants who go out of network will experience deductibles that are twice the in network amount. That has been part of the City's plan design for many years. City employees pay 16% of the PPO plan premium and 12% of the QHDP premium. As the initial 2 years of experience with the QHDP has

been so positive, I am proposing the HSA contribution stay the same at \$1,250 for single coverage and \$2,500 for family coverage to be paid to plan participant's Health Savings Account (HSA). This contribution will take place in January 2015. The intention is to further incentivize employees to move to the high deductible plan and continue to control rising costs with increased consumerism.

I am also proposing that we continue to calculate HSA contributions for new employees based on their starting date. The contribution adjustment would be calculated quarterly. As an example, an employee who becomes eligible for single coverage in April would receive a contribution for three quarters of the remaining year. After the start of each quarter of the calendar year, the amount would be reduced by 25%.

Dental insurance was separated from the health plan in 2013/2014 and is a voluntary benefit. Employees can determine whether or not they want to elect this benefit and at what level. The employee pays 30% of the premium for the dental benefit. This is comparable in the market for dental to be a separate benefit.

Delta Dental is the provider of the dental insurance. The service to our plan participants has been excellent. The administrative fees for dental services are \$3.85 per employee per month to be paid by the City. The City entered into a three year contract with Delta Dental of Nebraska in 2013/2014.

The contract with Blue Cross and Blue Shield of Nebraska (BCBSNE) specifies administrative fees of \$30.00 per employee per month. Individual stop loss coverage will cost \$114.98 per employee per month and the aggregate stop loss coverage will cost \$5.64 per employee per month. The contract with Strong Financial will cost \$1,654 per month. COBRA administration will be handled by Discovery Benefits, Inc. (DBI). The cost for COBRA administration will be \$0.70 per employee per month for the term of the contract. The fees associated with the wellness screenings will be \$67.45 per participant for the duration of the contract.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve health plan renewal and the recommended contributions to the employee's HSA.

### **Sample Motion**

Move to approve the health plan renewal and the recommended contribution levels to the employee's HSA.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
MEDICAL/Rx HEALTH INSURANCE PLAN**

**RFP DUE DATE:** May 14, 2015 at 4:00 p.m.

**DEPARTMENT:** Human Resources

**PUBLICATION DATE:** April 13, 2015

**NO. POTENTIAL BIDDERS:** 11

**SUMMARY OF PROPOSALS RECEIVED**

**National Stop Loss**  
Bedford, MA

**United Health Group0**  
Rocky Hill, CT

**Aetna Life Insurance Company**  
Hartford, CT

**Blue Cross Blue Shield**  
Omaha, NE

**Regional Care, Inc.**  
Scottsbluff, NE

**MedTrak Services**  
Overland Park, KS

**CoreSource**  
Overland Park, KS

**Cigna 312**  
Overland Park, KS

cc: Aaron Schmid, Human Resources Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Tami Herald, HR Rick Manager  
William Clingman, Interim Finance Director

**P1814**

# Client Profile

Group Name:

City of Grand Island

Effective Date:

10/1/2015

*The Client Profile document sets forth group demographic information and specific plan terms, requirements and benefit design elements. The Client Profile is part of the Benefit Plan Document, which includes the Administrative Services Agreement (ASA), Summary Plan Description (SPD), and is incorporated therein by this reference.*

## Account Team

Group Information		
Group Name:	City of Grand Island	
Effective Date:	10/1/2015	
Sales Executive:	Brad Utoft	
Sales Executive Number:	32	
Account Executive:	Lisa Shoup	
Account Executive Number:	22	
Account Service Representative:	Mike Perry	
Account Service Representative Number:	BZ	
Underwriter:	Sherry Young	
Broker Name:	Cal Strong	
BCBSNE Assigned Broker Number:	01721	
Brokerage Name:	Strong Financial Services	
BCBSNE Assigned Brokerage Number:	25191	

## Group Information

### Group Information

Group Name:	City of Grand Island
Effective Date:	10/1/2015

<b>New Group, Renewal, Revision, Termination:</b>	Renewal
Renewal Month:	October
ERISA Plan Year Month:	October
Group's Original Effective Date:	10/1/12

### Applicant Information

Applicant/Employer Legal Name:	City of Grand Island
Short Name (35 character limit):	
Market Affiliation Code (MAC) Number:	1525
Group Number(s):	305208

**\*\*For Roll Numbers, Break Out Codes and Rate Pool Codes, see attached Roll Listing.\*\***

### Physical Address:

100 East 1st St.	Street Address
Grand Island	City
NE	State
68801	Zip Code
No	Use as billing address?



**P.O. Box Address:**

PO Box 1968	PO Box
Grand Island	City
NE	State
68802	Zip Code
Yes	Use as billing address?

**Billing Address if different than above:**

	Address
	City
	State
	Zip Code

Group Prefix:	YED
Employer (Tax) Identification Number (EIN):	47-6006205
North American Industry Classification System (NAICS) Number:	921100
Funding Type:	ASO
Grandfathered Status:	Non-Grandfathered
Religious Employer Exemption (Please include form 89-109 (01-01-14):	No

Is group subject to Employee Retirement  
Income Security Act (ERISA)?

No

Name(s) of Subsidiaries or Affiliated  
organizations to be included: (must be  
majority-owned - 51% or greater)

N/A

## Authorized Plan Contacts

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rules provide that the Group Health Plan ("GHP") is a separate legal entity from the Employer/Plan Sponsor. In compliance with HIPAA Privacy Rules, it is necessary to designate Authorized Plan Contacts for the GHP.

The GHP Primary Contact serves as BCBSNE's primary contact for the GHP, and may also designate additional Authorized Plan Contacts for the GHP. The GHP Primary Contact shall notify BCBSNE of any additions or deletions to the following list, by noting changes/additions below.

We will automatically include your GHP's Agent of Record as one of your Authorized Plan Contacts. If you choose not to have the GHP's Agent of Record authorized to receive this information, **please check here:**

☐

The following individuals may be given access to GHP information received from BCBSNE in accordance with the requirements set forth within HIPAA Privacy Rules.

### Head of Firm:

Reason for Change:	N/A
Name:	Aaron Schmid
Title:	Human Resources Director
Phone Number:	308-385-5444 Ext 199
Fax Number:	N/A
Email Address:	<a href="mailto:aarons@grand-island.com">aarons@grand-island.com</a>
Access to Blues Enroll?	No
Access to Protected Health Information (PHI):	Full Access
If limited access, please only allow PHI access for the following Group/Roll numbers:	

### Group Leader/Group Health Plan Primary Contact:

Reason for Change:	N/A
Name:	Tami Herald
Title:	Human Resources
Phone Number:	308-385-5444 Ext 192
Fax Number:	
Email Address:	<a href="mailto:TamiH@Grand-Island.com">TamiH@Grand-Island.com</a>
Access to Blues Enroll?	
Access to Protected Health Information (PHI):	Full Access
If limited access, please only allow PHI access for the following Group/Roll numbers:	

**Billing Contact:**

Reason for Change:	N/A
Name:	Tami Herald
Title:	Human Resources
Phone Number:	308-385-5444 Ext 192
Fax Number:	
Email Address:	<a href="mailto:TamiH@Grand-Island.com">TamiH@Grand-Island.com</a>
Access to Blues Enroll?	
Access to Protected Health Information (PHI):	Full Access
If limited access, please only allow PHI access for the following Group/Roll numbers:	

**Eligibility/Enrollment Contact:**

Reason for Change:	N/A
Name:	Tami Herald
Title:	Human Resources
Phone Number:	308-385-5444 Ext 192
Fax Number:	
Email Address:	<a href="mailto:TamiH@Grand-Island.com">TamiH@Grand-Island.com</a>
Access to Blues Enroll?	
Access to Protected Health Information (PHI):	Full Access
If limited access, please only allow PHI access for the following Group/Roll numbers:	

**Changes to Authorized Plan Contacts (Include additions, deletions and updates only).****Additional Plan Contact:**

Reason for Change:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Access to Blues Enroll?	
Access to Protected Health Information (PHI):	
If limited access, please only allow PHI access for the following Group/Roll numbers:	

**Additional Plan Contact:**

Reason for Change:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Access to Blues Enroll?	
Access to Protected Health Information (PHI):	
If limited access, please only allow PHI access for the following Group/Roll numbers:	

**Additional Plan Contact:**

Reason for Change:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Access to Blues Enroll?	
Access to Protected Health Information (PHI):	
If limited access, please only allow PHI access for the following Group/Roll numbers:	

**Comments:**

--

**Current List of Authorized Plan Contacts:**

Name:	Calvin Strong
Title:	Broker
Should this person still be authorized?	Yes
Name:	Strong Financial Services
Title:	Brokerage
Should this person still be authorized?	Yes
Name:	
Title:	
Should this person still be authorized?	
Name:	
Title:	
Should this person still be authorized?	

## General Information

Group Information		
Group Name:	City of Grand Island	
Effective Date:	10/1/2015	

Products to be administered by BCBSNE				
Traditional Two-Tier PPO Health:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Number of Options:	1	
Two-Tier CDHP Health (HSA Eligible):	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Number of Options:	1	
Three-Tier PPO Health:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Number of Options:		
Three-Tier CDHP Health (HSA Eligible):	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Number of Options:		
Dental Coverage:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Number of Options:		
RX Nebraska Prescription Drug Program (Prime) If no, please attach Rx sheet:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Number of Options:	2	
Group Medicare Supplement (Retirees Only):	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Number of Options:		
Reinsurance/Stop Loss:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

**Attached Documents (Documents should be uploaded with the Client Profile)**

Please list any documents that will be uploaded with this client profile below:

N/A

**Ancillary Products**

*Davis Vision, USABLE, Clearstone, and EveryMove are independent companies and do not provide BCBSNE products and services. Those companies are solely responsible for the services they provide.*

**Other Programs and Services Offered to Self-funded Employer Groups**

Medicare Part D - Administered and underwritten by Clearstone?

Yes ☐ No ☒

Vision Plan - Administered and underwritten by Davis Vision?

Yes ☐ No ☒

Life/AD&D - Administered and underwritten by USABLE?

Yes ☐ No ☒

**Blue Health Partners (If any of the below are marked, please attach applicable form(s).)**

Option A (Diabetes, Cardiac, Heart Failure, COPD, Asthma):

Yes ☐ No ☒

Option B (Diabetes, Cardiac, Heart Failure, COPD):

Yes ☐ No ☒

Option C (Diabetes, Cardiac, Heart Failure):

Yes ☐ No ☒

Other:

**BlueHealth Advantage**

*Standard option is included. Additional health education can be purchased separately.*

EveryMove:

Yes ☐ No ☒

BlueHealth Advantage Premium:

Yes ☒ No ☐

Other:

Group has biometric screening options.

**GeoBlue**

Group Ex-Patriot (Working abroad 6 months or more):

Yes ☐ No ☒

Group Travelers (Business travel less than 6 months):

Yes ☐ No ☒

Other:

**Non-BCBSNE Products that the Group Contracts for Independently**

Traditional Two-Tier PPO Health:

Yes ☐ No ☒Number  
of  
Options:

Vendor Name:

Two-Tier CDHP Health (HSA-Eligible):

Yes ☐ No ☒Number  
of  
Options:

Vendor Name:

Three-Tier PPO Health:

Yes ☐ No ☒Number  
of  
Options:

Vendor Name:

Three-Tier CDHP Health (HSA-Eligible):

Yes ☐ No ☒Number  
of  
Options:

Vendor Name:

Dental Coverage:

Yes ☒ No ☐Number  
of  
Options:

1

Vendor Name:

Delta Dental

Group Medicare Supplement (Retirees Only):

Yes ☐ No ☒Number  
of  
Options:

Vendor Name:

Reinsurance/Stop Loss:

Yes ☐ No ☒

Vendor Name:

Pharmacy Benefit Manager:

Yes ☐ No ☒

Vendor Name:

## HRA/HSA/FSA Vendors

Does the Group offer a Health Savings Account (HSA)?

Yes ☒ No ☐

Vendor Name:

ConnectiCare

Does the Group have a direct relationship with the vendor?

Yes ☒ No ☐

If through BCBSNE, select vendor number and attach completed HSA Employer Setup Form:

Does the Group offer a Health Reimbursement Account (HRA)?

Yes ☐ No ☒

Vendor Name:

Does the Group have a direct relationship with the vendor?

Yes ☐ No ☐

If through BCBSNE, select vendor number and attach completed HRA Employer Setup Form

Does the Group offer a Flexible Spending Account?

Yes ☒ No ☐

Vendor Name:

TASC (Total Administrative Services Corporation)

Does the Group have a direct relationship with the vendor?

Yes ☒ No ☐

If through BCBSNE, select vendor and attach completed FSA Employer Setup Form:

Is the Group Health Plan subject to the Consolidated Omnibus Reconciliation Act (COBRA), as amended, during this calendar year?

Yes ☒ No ☐

If the above answer is "Yes", please provide the name of the COBRA administrator:

Discovery

Does the Group authorize BCBSNE to administer coverage requests under Qualified Medical Child Support Order (QMCSO)?

Yes ☒ No ☐

Does the Group authorize BCBSNE to provide notice of termination letters to eligible employees/dependents?

Yes ☒ No ☐



**Summary Plan Descriptions:** BCBSNE will provide the Group with an electronic version of the Summary Plan Description (SPD). The Group is responsible for providing this document to its enrolled employees, including retirees and COBRA participants.

**Financial Agreements, Fees and Employer Contributions:** The administrative charge, fees and financial arrangements for the claim administrative services provided by BCBSNE are set forth in the Administrative Services Agreement (ASA), and its attachments.

**Other Provisions:** N/A

**GROUP DATA FOR MEDICARE  
SECONDARY PAYER**

BCBSNE is required to collect information in order to properly pay claims for your employees who are eligible for Medicare benefits. In accordance with Medicare law, depending on the current employment status of your employee and/or employer size, BCBSNE may be required to pay primary to Medicare for certain group health benefits, regardless of an employee's or dependent's entitlement to Medicare.

**Employee Information:** Do you have employees or covered dependents enrolled in your Group Health Plan who also currently have Medicare coverage or who are turning 65 this year?

Yes ☒ No ☐

**Employer Information:** When responding to questions 1 through 3 below, include full-time, part-time, leased and seasonal employees, but exclude independent contractors. If your company has affiliated parent or sister companies that are members of the same control group for IRS purposes, all employees in all of the affiliated companies should be included in your total, whether or not the affiliated companies have coverage with BCBSNE.

Do you have 20 or more employees for 20 or more calendar weeks for the current calendar year?

Yes ☒ No ☐

If yes, please provide the date this threshold was reached:

10/1/2012

Did you have 20 or more employees for 20 or more calendar weeks for the previous calendar year?

Yes ☒ No ☐

If yes, please provide the date this threshold was reached:

10/1/2012

Did you have 100 or more employees during 50 percent of your business days during the previous calendar year?

Yes ☒ No ☐

### New Groups Only

For New Groups Only: Will the Group  
provide BCBSNE with prior carrier  
accumulations?

Yes ☐ No ☐

If yes, please select type of accumulator and enter date BCBSNE will  
receive file:

Deductible: ☐

Coinsurance: ☐

Out-of-Pocket Limit: ☐

Session Limits: ☐

Dental: ☐

Date file will be  
received:

Date file will be  
received:

Date file will be  
received:

Date file will be  
received:

Date file will be  
received:

Comments:

## Eligibility & Enrollment

Group Information	
Group Name:	City of Grand Island
Effective Date:	10/1/2015
Enrollment Tier Options	
Single:	<input checked="" type="checkbox"/>
Employee & Spouse:	<input checked="" type="checkbox"/>
Employee & Children:	<input checked="" type="checkbox"/>
Family:	<input checked="" type="checkbox"/>
Employee + 1:	<input type="checkbox"/>
Employee + 2 or More:	<input type="checkbox"/>
Other (Please define below):	<input type="checkbox"/>
Are Retiree's Eligible? (Attach copy of Retirement Program describing plan eligibility requirements & contribution toward monthly charges.)	No
Comments:	Retirees are a closed class of grandfathered employees.
Are Board of Directors Eligible? (Attach list of Board Members & Resolution passed approving the same contribution toward the health care plan as for employees.)	No
Comments:	
Employee Data	
Total employees on the payroll (includes full-time, part-time, leased employees):	500
Total eligible employees on the payroll:	475
Eligible employees not enrolling due to coverage:	
Number of employees with creditable coverage (Medicare, Medicaid, Spousal coverage):	
Number of employees with individual coverage:	
Number of employees not enrolling due to cost or other reasons:	
Eligible employees enrolling on the effective date:	475
Number of persons on COBRA or State Continuation coverage:	

## Effective Date Rules

### New Hire Rules

### Rules/Applicable Group & Rolls

Minimum hours per week an employee must work to be eligible for coverage?

30

Probation Days:

60

Effective Date of Coverage:

First of the month following applicable probation days

If the first day of eligibility lands on the first, then the effective day will be that day.

Regular Status Part-time employees that maintain an average of 30 hours of work per week are eligible for single coverage benefits only. Group counts eligibility period by months rather than days.

Furlough: When it is determined necessary to reduce payroll expenses, employees may be required to participate in furloughs or a reduction of hours worked. The employees' health insurance and other benefits will not be effected as long as the furlough is temporary in nature and does not result in an employee's hours dropping below thirty-five hours per week average on an annual basis.

Other:

### Re-Hire Rules

Same as new hire

Other:

### Special Enrollee Rules

Marriage:

First of the month following the date of event

Birth/Adoption:

Date of event

STANDARD: All Newborns (including grandchildren) will be added for the first 31 days:

No - Newborns will not be added automatically, group must enroll ALL newborns

Loss of Other Coverage:

STANDARD - first of the month following the loss of other coverage

Other:

Newborn of a dependent daughter is not eligible for coverage, including the first 31 days.

**Late Enrollee Rules**

STANDARD: Late enrollment is allowed only during the month prior to the annual renewal date. Enrollment Forms must be signed by the last day of open enrollment and must be received by BCBSNE in a timely manner:

Standard

Other:

Dental - STANDARD: Part A only for the first 12 months:

N/A

Other:

**Termination Date Rules**

Employees:

Last day of the month in which eligibility is lost

Dependents:

Last day of the month in which eligibility is lost

Other:

**Eligible Dependents**

Spouse - STANDARD: The Spouse of the Subscriber, unless the marriage has been ended by Legal, effective decree of dissolution, divorce or separation (includes same sex marriage, regardless of their State of residence):

Standard

Other:

**If Spouse above is marked "Other", please answer the following questions regarding Same Sex Marriage.**

Is Same Sex Spouse eligible?

If yes, will they be covered regardless of their state of residence?

Other:

Children to Age 26 - STANDARD: Biological son(s) and daughter(s), stepchild/children, a child/children for whom the Subscriber is a court appointed guardian, not including foster child/children:

Standard

Other:

Children age 26 and older - STANDARD: can remain covered if they are incapable of self-sustaining employment or of returning to school as a full-time student, by reason of mental or physical handicap AND dependent upon the Subscriber for support and maintenance

Standard

Other:

Domestic Partners:

If yes, select all that apply

Yes ☐ No ☒

Same Sex ☐

Opposite Sex ☐

Dependents of Domestic Partner ☐

Rules:

## Other Eligibility Provisions

Are Dental Enrollment Tiers required to match Medical?

N/A

Can Dental be elected independent of Medical?

N/A

Waive Dental 2-year Re-enrollment provision?

N/A

Dependent continuation to age 30 (Nebraska Mandate)?

Yes

Other Eligibility Provisions:

## Enrollment Process

Actives:

Blues Enroll

COBRA:

Blues Enroll

Retirees:

Blues Enroll

Other:

## 2-Tier Medical Benefits

### Group Information

Group Name:	City of Grand Island
Effective Date:	10/1/2015

### Benefit Year

What is the Benefit Year?	Calendar Year <input checked="" type="checkbox"/> Plan Year <input type="checkbox"/>
If Plan Year, define dates: (i.e. 7/1 to 6/30):	

### Plan Type

Type of Plan:	PPO <input checked="" type="checkbox"/> CDHP (HSA Eligible) <input type="checkbox"/>
Large Group 2-Tier Standard Medical and RX Standard	
Option Number:	Non Standard
Option/Total Number of Options (Please type "Option 1 of X"):	1 of 2
Comments:	

### Annual Cost Share Information

#### Deductible

(The amount the Covered Person pays each Benefit Year for Covered Services before the Coinsurance is payable)

	In-Network	Out-of-Network
Individual Deductible:	\$500	\$1,000
Family Deductible:	\$1,000	\$2,000
Comments:		
	Embedded <input checked="" type="checkbox"/> Aggregate <input type="checkbox"/>	

#### Coinsurance

(the percentage amount the Covered Person must pay for most Covered Services after the deductible has been met)

	In-Network	Out-of-Network
Covered Person Pays:	20%	30%
Individual Coinsurance Limit:	N/A	N/A
Family Coinsurance Limit:	N/A	N/A
Comments:		
	Embedded <input checked="" type="checkbox"/> Aggregate <input type="checkbox"/>	

#### Out-of-Pocket Limit

Individual Benefit Year Out-of-Pocket Limit:

Family Benefit Year Out-of-Pocket Limit:

	In-Network	Out-of-Network
Individual Benefit Year Out-of-Pocket Limit:	\$1,800	\$2,950
Family Benefit Year Out-of-Pocket Limit:	\$3,600	\$5,900
Comments:		
	Embedded <input checked="" type="checkbox"/> Aggregate <input type="checkbox"/>	

**Aggregate Deductible and/or Out-of-Pocket Limit:** Aggregate Deductible means the entire family amount must be met before benefits are available. Aggregate Out-of-Pocket Limit means the entire family amount must be met before cost-sharing is no longer applicable. Family members may combine their covered expenses to satisfy the family amounts.

**Embedded Deductible and/or Out-of-pocket Limit:** An "embedded" amount means that no one family member contributes no more than the individual amount to satisfy the family amount under a multi-person membership unit.

**Once the annual Out-of-Pocket Limit is reached, most Covered Services are payable by the Plan at 100% for the remainder of the Benefit Year**

**Out-of-Pocket Limit includes:**

- |                      |                                     |
|----------------------|-------------------------------------|
| Medical Deductible   | <input checked="" type="checkbox"/> |
| Medical Coinsurance  | <input checked="" type="checkbox"/> |
| Medical Copays       | <input checked="" type="checkbox"/> |
| Pharmacy Deductible  | <input type="checkbox"/>            |
| Pharmacy Coinsurance | <input type="checkbox"/>            |
| Pharmacy Copays      | <input checked="" type="checkbox"/> |
| Other                | <input type="checkbox"/>            |

**Amounts not included in the Out-of-Pocket Limit will continue to apply, even after the Out-of-Pocket Limit for the year is reached**

Do In-Network and Out-of-Network Deductible and Out-of-Pocket Limits cross accumulate?

Yes

Comments:

Do all other Limits (days, visits, sessions, dollar amounts, etc.) cross accumulate between In-Network and Out-of-Network?

Yes

Comments:

**Copayment applies to the following:**

- |                                 |                                     |
|---------------------------------|-------------------------------------|
| Physician Office                | <input checked="" type="checkbox"/> |
| Urgent Care Facility            | <input checked="" type="checkbox"/> |
| Emergency Care                  | <input type="checkbox"/>            |
| Allergy Injections              | <input type="checkbox"/>            |
| Prescription Drugs              | <input checked="" type="checkbox"/> |
| Manipulations and Adjustments   | <input checked="" type="checkbox"/> |
| Other (if checked, enter below) | <input type="checkbox"/>            |



**Office Visit Copay**

Office Visit Copay?

No

**Office Visit Benefits** for Primary Care and Specialist Physician Office Visit include office visits (including the initial visit to diagnose pregnancy), consultations, office psychological therapy and/or substance dependence and abuse counseling/rehabilitation, and medication checks.

**Office Services Copay**

Office Services Copay?

Yes

Listed below are BCBSNE standard office services included within the Copay. If customization is requested, please select each service where customization is necessary and if Copay applies

The following services will be subject to the Copay when billed by a professional provider in an office setting unless indicated otherwise below:

Allergy testing:	This service IS subject to office Copay (standard)
Diagnostic x-ray, laboratory and pathology services, including pap smears and mammograms when due to an illness:	This service IS subject to office Copay (standard)
Office consultation:	This service IS subject to office Copay (standard)
Supplies:	This service IS subject to office Copay (standard)
Medication checks:	This service IS subject to office Copay (standard)
Mental illness/substance abuse office therapy visits:	This service IS subject to office Copay (standard)
Hearing exam, when due to an illness or injury:	This service IS subject to office Copay (standard)
Vision exam, when due to an illness or injury (excluding refractions):	This service IS subject to office Copay (standard)
Office visit:	This service IS subject to office Copay (standard)
Drugs administered in an office setting:	This service IS subject to office Copay (standard)
Initial visit of diagnoses of pregnancy:	This service IS subject to office Copay (standard)
Comments:	

The following services will NOT be subject to the office services Copay when billed by a professional provider in an office setting unless indicated otherwise below:

Allergy Injections & Serum:	This service is NOT subject to office Copay (standard)
Other Injections:	This service is NOT subject to office Copay (standard)
Advanced Diagnostic Imaging (CT, MRI, MRA, MRS, PET & SPECT scans and other Nuclear Medicine):	This service is NOT subject to office Copay (standard)
Pregnancy Services:	This service is NOT subject to office Copay (standard)
Preventive Services:	This service is NOT subject to office Copay (standard)
Radiation Therapy & Chemotherapy:	This service is NOT subject to office Copay (standard)
Surgery & Anesthesia:	This service is NOT subject to office Copay (standard)
Physical, Occupational and Speech Therapy:	This service is NOT subject to office Copay (standard)
Manipulations and Adjustments:	This service is NOT subject to office Copay (standard)
Durable Medical Equipment:	This service is NOT subject to office Copay (standard)
Sleep Studies:	This service is NOT subject to office Copay (standard)
Biofeedback:	This service is NOT subject to office Copay (standard)
Psychological Evaluations, Assessments, and Testing:	This service is NOT subject to office Copay (standard)
Infusion Therapies:	This service is NOT subject to office Copay (standard)
Comments:	

**Primary Care Physician** is a physician who has a majority of his/her practice in internal or general medicine, obstetrics/gynecology, general pediatrics or family practice. A Physician Assistant is covered in the same manner as a Primary Care Physician.

**Specialist Physician** is a physician who is not a Primary Care Physician.

#### Office Cost Share Information

	In-Network	Out-of-Network
Primary Care Physician:	\$35 Copay	Deductible & Coinsurance
Other Covered Services:	Applicable Office Copay	Deductible & Coinsurance
Specialist:	\$50 Copay	Deductible & Coinsurance
Other Covered Services:	Applicable Office Copay	Deductible & Coinsurance
Allergy Injections and Serum:	Deductible & Coinsurance	Deductible & Coinsurance
Convenient Care/Retail Clinics (Quick Care):	Same as Primary Care Physician	Deductible & Coinsurance
Comments:		

#### Urgent Care Services

	In-Network	Out-of-Network
Urgent Care Facility Services (a single copay applies to each urgent care visit, if applicable):	\$35 Copay	Deductible & Coinsurance
Comments:		

#### Emergency Care Services (Services received in a Hospital Emergency Room Setting)

	In-Network	Out-of-Network
Facility:	Deductible & Coinsurance	In-Network Level of Benefits
Professional Services:	Deductible & Coinsurance	In-Network Level of Benefits
(Copayment is waived if admitted to the hospital within 24 hours for the same diagnosis)		
Comments:		

#### Outpatient Hospital or Facility Services

	In-Network	Out-of-Network
Services such as surgery, laboratory and radiology, cardiac and pulmonary rehabilitation, observation stays, and other services provided on an outpatient basis:	Deductible & Coinsurance	Deductible & Coinsurance
Comments:		

#### Inpatient Hospital or Facility Services

	In-Network	Out-of-Network
Charges for room and board, diagnostic testing, rehabilitation and other ancillary services provided on an inpatient basis:	Deductible & Coinsurance	Deductible & Coinsurance
Comments:		

## Preventive Services

	In-Network	Out-of-Network
ACA-mandated A+B Preventive Benefits Subject to Limits:	Plan pays 100%	Deductible & Coinsurance
ACA-mandated A+B Preventive Benefits outside of Limits:	Plan pays 100%	Deductible & Coinsurance
Other Preventive Benefits Not Mandated by ACA:	Plan pays 100%	Deductible & Coinsurance
Preventive Immunizations - Children (up to age 7):	Plan pays 100%	Coinsurance
Preventive Immunizations - Adults (age 7 and older):	Plan pays 100%	Deductible & Coinsurance
Independent Lab - Preventive:	Plan pays 100%	Plan pays 100%
Comments:		

## Mental Illness and/or Substance Dependence and Abuse Covered Services

	In-Network	Out-of-Network
<b>Inpatient Services:</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Outpatient Services:</b>		
Office:	\$35 Copay	Deductible & Coinsurance
All Other Outpatient Services:	Deductible & Coinsurance	Deductible & Coinsurance
<b>Emergency Care Services</b> (services received in a Hospital emergency room setting)		
Facility:	Deductible & Coinsurance	In-Network Level of Benefits
Professional Services:	Deductible & Coinsurance	In-Network Level of Benefits
<b>(Copayment is waived if admitted to the hospital within 24 hours for the same diagnosis.)</b>		
Comments:	<a href="#">Autism covered (not following Nebraska state mandate): 3-00286.</a> <a href="#">Residential Treatment Center covered per federal mandate: 3-00337 R.</a>	

Other Covered Services - Illness or Injury		
Acupuncture Comments:	In-Network	Out-of-Network
	Standard: Not Covered	Standard: Not Covered
Advanced Diagnostic Imaging: CT, MRI, MRA, MRS, PET & SPECT scans and other Nuclear Medicine: Comments:	In-Network	Out-of-Network
	Deductible & Coinsurance	Deductible & Coinsurance
Ambulance (to the nearest facility for appropriate care) Ground Ambulance: Air Ambulance (In-Network level of benefits if due to an emergency): Comments:	In-Network	Out-of-Network
	Coinsurance	In-Network Level of Benefits
	Coinsurance	In-Network Level of Benefits
Biofeedback: Comments:	In-Network	Out-of-Network
	Not covered	Not covered
Cochlear Implants: Comments:	In-Network	Out-of-Network
	Deductible & Coinsurance	Deductible & Coinsurance
Dermatological Services: Comments:	In-Network	Out-of-Network
	Standard: Same as any other illness	
Diabetic Services - Services include Education, Self-management training, Podiatric appliances and equipment: Comments:	In-Network	Out-of-Network
	Deductible & Coinsurance	Deductible & Coinsurance
<p><b>Will the exclusion for Drugs Administered in an Outpatient Setting apply?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, specific drugs and covered services provided on an outpatient basis are payable only under the Rx Nebraska Prescription Drug Program, as determined by BCBSNE. A list of these drugs is available on the website <a href="http://www.nebraskablue.com">www.nebraskablue.com</a>. Those specific drugs are not covered under the Medical provisions. This limitation does not apply to Emergency Room care.</p>		
If No, those specific drugs and covered services will be payable under the Medical Plan subject to the following Cost Share: Comments:	In-Network	Out-of-Network
	Other	Other
	Covered same as any other illness.	

<b>Durable Medical Equipment and Supplies (Including prosthetics)</b> rental or purchase, whichever is least costly; rental shall not exceed the cost of purchasing: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Eye Glasses or Contact Lenses:</b> Only covered if required because of a change in prescription as a result of intraocular surgery or ocular injury (must be within 12 months of surgery or injury): <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Hearing Aids:</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Standard: Not Covered	Standard: Not Covered
<b>Home Health Aide , Skilled Nursing and Respiratory Care</b>  Home Health Aide (Limited to 60 days per Benefit year) Skilled Nursing Care (Limited to 8 hours per day) Respiratory Care (Limited to 60 days per Benefit year): <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
	Home Health Aide and Skilled Nursing Care limited to 60 days per calendar year combined.	
<b>Home Infusion Therapy:</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Hospice Services</b>  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Other	Other
	<a href="#">Please see the additional benefit provisions section below. Lines 347-348</a>	
<b>Independent Laboratory</b> (Diagnostic): <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Plan pays 100%	Other
	Out of Network: Pays at the In-network level of benefits	
<b>Immunizations</b> (When due to an illness or injury): <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Other	Other
	Covered same as any other illness.	

<b>Infertility</b> Service to diagnose: Treatment to promote fertility: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Standard: Same as any other illness	
	Standard: Not Covered	Standard: Not Covered
<b>Nicotine Addiction</b> Medical services and therapy: Nicotine addiction classes & alternative therapy, such as acupuncture: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Standard: Same as Substance Dependence and Abuse	
	Standard: Not Covered	Standard: Not Covered
<b>Obesity</b> Non-surgical treatment: Surgical treatment: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Standard: Not Covered	Standard: Not Covered
	Standard: Not Covered	Standard: Not Covered
<b>Oral Surgery and Dentistry</b> Oral Surgery and Dentistry: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
	<a href="#">Please see the Additional Provisions &amp; Comments tab line 17.</a>	
<b>Standard Benefit</b> o Incision and drainage of abscesses, and other nonsurgical treatment of infections. This does not include periodontics or endodontic treatment of infections. o Excision of exostosis tumors and cysts, whether or not related to the temporomandibular joint of the jaw. o Services for diagnostic or surgical procedures involving a bone or joint of the face, neck, or head, including osteotomies, for the treatment of temporomandibular joint disorder or craniomandibular disorder. o Reduction of a complete dislocation or fracture of the temporomandibular joint of the jaw required as a direct result of an accidental injury. Benefits for such services are limited to covered services provided within 12 months of the date of injury. Benefits shall not be provided for such services when the dislocation or fracture occurs as the result of eating, biting or chewing. o Services, supplies or appliances (not including orthodontics or dental implants) for dental treatment of natural healthy teeth required as the direct result of an accidental injury. Benefits for such services are limited to covered services provided within 12 months of the date of injury. Benefits shall not be provided for such services when the injury occurs as the result of eating, biting or chewing. o Medically necessary general anesthesia in order for the covered person to safely receive dental care, including covered persons who are under eight years of age or developmentally disabled. o The fabrication of an orthotic by a dentist of the treatment of a sleep disorder. o Benefits will be provided for hospital inpatient, outpatient or ambulatory facility charges related to covered services for oral surgery and dentistry, if medically necessary as determined by BlueCross and BlueShield of Nebraska. In addition, benefits will be provided for hospital inpatient, outpatient or ambulatory facility charges for covered or noncovered dental procedures, if such admission is essential to safeguard the health of the patient who has a specific nondental physical and/or organic impairment.		
<b>Organ and Tissue Transplantation</b>  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Other	Other
	<a href="#">Please see the additional benefit provisions section below. Lines 349 - 350</a>	

<b>Ostomy Supplies</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Not covered	Not covered
	See RX Coverage	
<b>Physician Professional Services</b> Inpatient and Outpatient Services, such as surgery, surgical assistant, anesthesia, inpatient hospital visits and other non-surgical Services <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Physical Rehabilitation Services-Inpatient Facility</b> (Must follow within 90 days of discharge from acute hospitalization) <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Pregnancy, Maternity and Newborn Care</b>  Pregnancy and maternity (Payment for prenatal and postnatal care is included in the payment for the delivery excluding the initial visit to diagnose pregnancy)  Newborn care  Does your Plan cover dependent daughter Maternity? Yes  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
	Deductible & Coinsurance	Deductible & Coinsurance
	Newborn of a dependent daughter is not eligible for coverage, including the first 31 days.	
<b>Radiation Therapy and Chemotherapy</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Radiology (X-ray) Services and Other Diagnostic Tests</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance

Rehabilitation Services	In-Network	Out-of-Network
<b>Cardiac Rehabilitation</b> (Limited to 18 sessions per diagnosis during the preceding 4 months of certain cardiac diagnosis) <b>Comments:</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Pulmonary Rehabilitation</b> (Chronic lung disease is limited to 18 sessions per diagnosis, not to exceed 18 sessions per Benefit Year. Lung, heart-lung transplants and lung volume are limited to 18 sessions following referral and prior to surgery plus 18 sessions within six months of discharge from the hospital following surgery) <b>Comments:</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Renal Dialysis</b> <b>Comments:</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Sexual Dysfunction</b> <b>Comments:</b>	Standard: Not Covered	Standard: Not Covered
<b>Skilled Nursing Facility</b> (Limited to 60 days per Benefit Year) <b>Comments:</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Sleep Studies</b> (Attended sleep study) <b>Comments:</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Temporomandibular and Craniomandibular Joint Disorder</b> <b>Comments:</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Therapy and Manipulations</b> Physical, occupational or speech therapy services, chiropractic or osteopathic physiotherapy (Limited to 60 combined sessions per benefit year) <b>Comments:</b>	Other <a href="#">Please see the additional benefit provisions section below. Lines 351-353</a>	Other



Chiropractic or osteopathic manipulative treatments or adjustments (Limited to 30 combined sessions per benefit year)	<b>In-Network</b>	<b>Out-of-Network</b>
	Other	Other
	Please see the additional benefit provisions section below. Lines 351-353	
<b>Comments:</b>		
<b>Vision Exams</b> Diagnostic (To diagnose an illness) Preventive (Routine exam including refraction) limited to 1 exam per benefit year	<b>In-Network</b>	<b>Out-of-Network</b>
	See Physician Office Service	See Physician Office Service
	Not covered	Not covered
	<b>Comments:</b>	
<b>Wigs</b>  Limited to 1 wig up to \$250 per calendar year for a covered person who has received or is receiving either radiation or chemotherapy.	<b>In-Network</b>	<b>Out-of-Network</b>
	Plan pays 100%	Plan pays 100%
	<b>Comments:</b>	
<b>All Other Covered Services</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Additional Benefit Provisions</b> (Please provide the provision(s) and Cost Share amounts below. Limitations should be provided on the Addl Provisions & Comments tab.		
<b>Hospice Services:</b> Inpatient and Outpatient	Deductible & Coinsurance	Deductible & Coinsurance
<b>Hospice Services:</b> Bereavement Counseling	Plan Pays 100%	Plan Pays 100%
<b>Organ and Tissue Transplant:</b> Blue Distinction Center	Deductible & 10% Coinsurance	Not Covered
<b>Organ and Tissue Transplant:</b> Other Transplant Facilities	Deductible & 30% Coinsurance	Not Covered
<b>Therapy and Manipulations:</b> Physical or occupational therapy services and osteopathic physiotherapy manipulations and adjustments (combined limit of 60 sessions per calendar year)	Deductible & Coinsurance	Deductible & Coinsurance
<b>Therapy and Manipulations:</b> Speech Therapy (limited to 30 sessions per calendar year)	Deductible & Coinsurance	Deductible & Coinsurance
<b>Therapy and Manipulations:</b> - Office visits - Radiology - Pathology -Physiotherapy - Manipulations or adjustments	\$35 Copay	Deductible & Coinsurance
<b>Inpatient Private Duty Nursing:</b> Services provided to a Covered Person confined as an Inpatient, when the services are performed by a graduate registered nurse (R.N.) practicing under the supervision of the Covered Person's attending Physician.	Deductible & Coinsurance	Deductible & Coinsurance

## 2-Tier Medical Benefits

### Group Information

Group Name:	City of Grand Island
Effective Date:	10/1/2015

### Benefit Year

What is the Benefit Year?	Calendar Year <input checked="" type="checkbox"/> Plan Year <input type="checkbox"/>
If Plan Year, define dates: (i.e. 7/1 to 6/30):	

### Plan Type

Type of Plan:	PPO <input type="checkbox"/> CDHP (HSA Eligible) <input checked="" type="checkbox"/>
Large Group 2-Tier Standard Medical and RX Standard Option Number:	Non Standard
Option/Total Number of Options (Please type "Option 1 of X"):	2 of 2
Comments:	

### Annual Cost Share Information

#### Deductible

(The amount the Covered Person pays each Benefit Year for Covered Services before the Coinsurance is payable)

	In-Network	Out-of-Network
Individual Deductible:	\$3,000	\$6,000
Family Deductible:	\$5,500	\$11,000
Comments:		
	Embedded <input checked="" type="checkbox"/> Aggregate <input type="checkbox"/>	

#### Coinsurance

(the percentage amount the Covered Person must pay for most Covered Services after the deductible has been met)

	In-Network	Out-of-Network
Covered Person Pays:	0% (unless otherwise noted)	20%
Individual Coinsurance Limit:	N/A	N/A
Family Coinsurance Limit:	N/A	N/A
Comments:		
	Embedded <input checked="" type="checkbox"/> Aggregate <input type="checkbox"/>	

#### Out-of-Pocket Limit

Individual Benefit Year Out-of-Pocket Limit:

Family Benefit Year Out-of-Pocket Limit:

Comments:

	In-Network	Out-of-Network
Individual Benefit Year Out-of-Pocket Limit:	\$6,350	\$12,000
Family Benefit Year Out-of-Pocket Limit:	\$12,700	\$22,000
Comments:		
	Embedded <input checked="" type="checkbox"/> Aggregate <input type="checkbox"/>	

**Aggregate Deductible and/or Out-of-Pocket Limit:** Aggregate Deductible means the entire family amount must be met before benefits are available. Aggregate Out-of-Pocket Limit means the entire family amount must be met before cost-sharing is no longer applicable. Family members may combine their covered expenses to satisfy the family amounts.

**Embedded Deductible and/or Out-of-pocket Limit:** An "embedded" amount means that no one family member contributes no more than the individual amount to satisfy the family amount under a multi-person membership unit.

**Once the annual Out-of-Pocket Limit is reached, most Covered Services are payable by the Plan at 100% for the remainder of the Benefit Year**

**Out-of-Pocket Limit includes:**

- Medical Deductible ☒
- Medical Coinsurance ☒
- Medical Copays ☐
- Pharmacy Deductible ☐
- Pharmacy Coinsurance ☐
- Pharmacy Copays ☐
- Other ☐

**Amounts not included in the Out-of-Pocket Limit will continue to apply, even after the Out-of-Pocket Limit for the year is reached**

Do In-Network and Out-of-Network Deductible and Out-of-Pocket Limits cross accumulate?

Yes

Comments:

Do all other Limits (days, visits, sessions, dollar amounts, etc.) cross accumulate between In-Network and Out-of-Network?

Yes

Comments:

**Copayment applies to the following:**

- Physician Office ☐
- Urgent Care Facility ☐
- Emergency Care ☐
- Allergy Injections ☐
- Prescription Drugs ☐
- Manipulations and Adjustments ☐
- Other (if checked, enter below) ☐

**Office Visit Copay**Office Visit Copay? 

**Office Visit Benefits** for Primary Care and Specialist Physician Office Visit include office visits (including the initial visit to diagnose pregnancy), consultations, office psychological therapy and/or substance dependence and abuse counseling/rehabilitation, and medication checks.

**Office Services Copay**Office Services Copay? 

Listed below are BCBSNE standard office services included within the Copay. If customization is requested, please select each service where customization is necessary and if Copay applies

The following services will be subject to the Copay when billed by a professional provider in an office setting unless indicated otherwise below:

Allergy testing:	N/A
Diagnostic x-ray, laboratory and pathology services, including pap smears and mammograms when due to an illness:	N/A
Office consultation:	N/A
Supplies:	N/A
Medication checks:	N/A
Mental illness/substance abuse office therapy visits:	N/A
Hearing exam, when due to an illness or injury:	N/A
Vision exam, when due to an illness or injury (excluding refractions):	N/A
Office visit:	N/A
Drugs administered in an office setting:	N/A
Initial visit of diagnoses of pregnancy:	N/A
Comments:	

The following services will NOT be subject to the office services Copay when billed by a professional provider in an office setting unless indicated otherwise below:

Allergy Injections & Serum:	N/A
Other Injections:	N/A
Advanced Diagnostic Imaging (CT, MRI, MRA, MRS, PET & SPECT scans and other Nuclear Medicine):	N/A
Pregnancy Services:	N/A
Preventive Services:	N/A
Radiation Therapy & Chemotherapy:	N/A
Surgery & Anesthesia:	N/A
Physical, Occupational and Speech Therapy:	N/A
Manipulations and Adjustments:	N/A
Durable Medical Equipment:	N/A
Sleep Studies:	N/A
Biofeedback:	N/A
Psychological Evaluations, Assessments, and Testing:	N/A
Infusion Therapies:	N/A
Comments:	

**Primary Care Physician** is a physician who has a majority of his/her practice in internal or general medicine, obstetrics/gynecology, general pediatrics or family practice. A Physician Assistant is covered in the same manner as a Primary Care Physician.

**Specialist Physician** is a physician who is not a Primary Care Physician.

#### Office Cost Share Information

	In-Network	Out-of-Network
Primary Care Physician:	Deductible & Coinsurance	Deductible & Coinsurance
Other Covered Services:	Deductible & Coinsurance	Deductible & Coinsurance
Specialist:	Deductible & Coinsurance	Deductible & Coinsurance
Other Covered Services:	Deductible & Coinsurance	Deductible & Coinsurance
Allergy Injections and Serum:	Deductible & Coinsurance	Deductible & Coinsurance
Convenient Care/Retail Clinics (Quick Care):	Deductible & Coinsurance	Deductible & Coinsurance
Comments:		

#### Urgent Care Services

	In-Network	Out-of-Network
Urgent Care Facility Services (a single copay applies to each urgent care visit, if applicable):	Deductible & Coinsurance	Deductible & Coinsurance
Comments:		

#### Emergency Care Services (Services received in a Hospital Emergency Room Setting)

	In-Network	Out-of-Network
Facility:	Deductible & Coinsurance	In-Network Level of Benefits
Professional Services:	Deductible & Coinsurance	In-Network Level of Benefits
(Copayment is waived if admitted to the hospital within 24 hours for the same diagnosis)		
Comments:		

#### Outpatient Hospital or Facility Services

	In-Network	Out-of-Network
Services such as surgery, laboratory and radiology, cardiac and pulmonary rehabilitation, observation stays, and other services provided on an outpatient basis:	Deductible & Coinsurance	Deductible & Coinsurance
Comments:		

#### Inpatient Hospital or Facility Services

	In-Network	Out-of-Network
Charges for room and board, diagnostic testing, rehabilitation and other ancillary services provided on an inpatient basis:	Deductible & Coinsurance	Deductible & Coinsurance
Comments:		

Preventive Services		
ACA-mandated A+B Preventive Benefits Subject to Limits:  ACA-mandated A+B Preventive Benefits outside of Limits:  Other Preventive Benefits Not Mandated by ACA: Preventive Immunizations - Children (up to age 7):  Preventive Immunizations - Adults (age 7 and older):  Independent Lab - Preventive:  Comments:	In-Network	Out-of-Network
	Plan pays 100%	Deductible & Coinsurance
	Plan pays 100%	Deductible & Coinsurance
	Plan pays 100%	Deductible & Coinsurance
	Plan pays 100%	Deductible & Coinsurance
	Plan pays 100%	Deductible & Coinsurance
	Plan pays 100%	Plan pays 100%
Mental Illness and/or Substance Dependence and Abuse Covered Services		
Inpatient Services: Outpatient Services:  Office:  All Other Outpatient Services:	In-Network	Out-of-Network
	Deductible & Coinsurance	Deductible & Coinsurance
	Deductible & Coinsurance	Deductible & Coinsurance
	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care Services (services received in a Hospital emergency room setting)		
Facility:  Professional Services:  (Copayment is waived if admitted to the hospital within 24 hours for the same diagnosis.)  Comments:	In-Network	Out-of-Network
	Deductible & Coinsurance	In-Network Level of Benefits
	Deductible & Coinsurance	In-Network Level of Benefits
	<a href="#">Autism covered (not following Nebraska state mandate): 3-00286.</a> <a href="#">Residential Treatment Center covered per federal mandate: 3-00337 R.</a>	
Other Covered Services - Illness or Injury		
Acupuncture  Comments:	In-Network	Out-of-Network
	Standard: Not Covered	Standard: Not Covered
Advanced Diagnostic Imaging: CT, MRI, MRA, MRS, PET & SPECT scans and other Nuclear Medicine:  Comments:	In-Network	Out-of-Network
	Deductible & Coinsurance	Deductible & Coinsurance
Ambulance (to the nearest facility for appropriate care)  Ground Ambulance: Air Ambulance (In-Network level of benefits if due to an emergency): Comments:	In-Network	Out-of-Network
	Deductible & Coinsurance	In-Network Level of Benefits
	Deductible & Coinsurance	In-Network Level of Benefits

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Biofeedback:</b>	Not covered	Not covered
<b>Comments:</b>		
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Cochlear Implants:</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Comments:</b>		
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Dermatological Services:</b>	Standard: Same as any other illness	
<b>Comments:</b>		
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Diabetic Services</b> - Services include Education, Self-management training, Podiatric appliances and equipment:	Deductible & Coinsurance	Deductible & Coinsurance
<b>Comments:</b>		
<b>Will the exclusion for Drugs Administered in an Outpatient Setting apply?</b> <div style="display: inline-block; border: 1px solid black; padding: 2px;">             Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </div>		
<p>If yes, specific drugs and covered services provided on an outpatient basis are payable only under the Rx Nebraska Prescription Drug Program, as determined by BCBSNE. A list of these drugs is available on the website <a href="http://www.nebraskablue.com">www.nebraskablue.com</a>. Those specific drugs are not covered under the Medical provisions. This limitation does not apply to Emergency Room care.</p>		
	<b>In-Network</b>	<b>Out-of-Network</b>
If No, those specific drugs and covered services will be payable under the Medical Plan subject to the following	Deductible & Coinsurance	Deductible & Coinsurance
<b>Cost Share:</b>		
<b>Comments:</b>		
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Durable Medical Equipment and Supplies (Including prosthetics)</b> rental or purchase, whichever is least costly; rental shall not exceed the cost of purchasing:	Deductible & Coinsurance	Deductible & Coinsurance
<b>Comments:</b>		
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Eye Glasses or Contact Lenses:</b> Only covered if required because of a change in prescription as a result of intraocular surgery or ocular injury (must be within 12 months of surgery or injury):	Deductible & Coinsurance	Deductible & Coinsurance
<b>Comments:</b>		
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Hearing Aids:</b>	Standard: Not Covered	Standard: Not Covered
<b>Comments:</b>		

<b>Home Health Aide , Skilled Nursing and Respiratory Care</b>  Home Health Aide (Limited to 60 days per Benefit year) Skilled Nursing Care (Limited to 8 hours per day) Respiratory Care (Limited to 60 days per Benefit year):  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
	Home Health Aide and Skilled Nursing Care limited to 60 days per calendar year combined.	
<b>Home Infusion Therapy:</b>  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Hospice Services</b>  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Other	Other
	<a href="#">Please see the additional benefit provisions section below. Lines 347-348</a>	
<b>Independent Laboratory (Diagnostic):</b>  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Other
	Out of Network: Pays at the In-network level of benefits	
<b>Immunizations (When due to an illness or injury):</b>  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Infertility</b>  Service to diagnose: Treatment to promote fertility: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Standard: Same as any other illness	
	Standard: Not Covered	Standard: Not Covered
<b>Nicotine Addiction</b>  Medical services and therapy: Nicotine addiction classes & alternative therapy, such as acupuncture: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Standard: Same as Substance Dependence and Abuse	
	Standard: Not Covered	Standard: Not Covered



<b>Obesity</b> Non-surgical treatment: Surgical treatment: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Standard: Not Covered	Standard: Not Covered
	Standard: Not Covered	Standard: Not Covered
<b>Oral Surgery and Dentistry</b> Oral Surgery and Dentistry: <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
	<a href="#">Please see the Additional Provisions &amp; Comments tab line 17.</a>	
<b>Standard Benefit</b> o Incision and drainage of abscesses, and other nonsurgical treatment of infections. This does not include periodontics or endodontic treatment of infections. o Excision of exostosis tumors and cysts, whether or not related to the temporomandibular joint of the jaw. o Services for diagnostic or surgical procedures involving a bone or joint of the face, neck, or head, including osteotomies, for the treatment of temporomandibular joint disorder or craniomandibular disorder. o Reduction of a complete dislocation or fracture of the temporomandibular joint of the jaw required as a direct result of an accidental injury. Benefits for such services are limited to covered services provided within 12 months of the date of injury. Benefits shall not be provided for such services when the dislocation or fracture occurs as the result of eating, biting or chewing. o Services, supplies or appliances (not including orthodontics or dental implants) for dental treatment of natural healthy teeth required as the direct result of an accidental injury. Benefits for such services are limited to covered services provided within 12 months of the date of injury. Benefits shall not be provided for such services when the injury occurs as the result of eating, biting or chewing. o Medically necessary general anesthesia in order for the covered person to safely receive dental care, including covered persons who are under eight years of age or developmentally disabled. o The fabrication of an orthotic by a dentist of the treatment of a sleep disorder. o Benefits will be provided for hospital inpatient, outpatient or ambulatory facility charges related to covered services for oral surgery and dentistry, if medically necessary as determined by BlueCross and BlueShield of Nebraska. In addition, benefits will be provided for hospital inpatient, outpatient or ambulatory facility charges for covered or noncovered dental procedures, if such admission is essential to safeguard the health of the patient who has a specific nondental physical and/or organic impairment.		

<b>Organ and Tissue Transplantation</b>  <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Other	Other
	<a href="#">Please see the additional benefit provisions section below. Lines 349 - 350</a>	
<b>Ostomy Supplies</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Not covered	Not covered
	See RX Coverage	
<b>Physician Professional Services</b> Inpatient and Outpatient Services, such as surgery, surgical assistant, anesthesia, inpatient hospital visits and other non-surgical Services <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance

<b>Physical Rehabilitation Services-Inpatient Facility</b> (Must follow within 90 days of discharge from acute hospitalization) <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Pregnancy, Maternity and Newborn Care</b> Pregnancy and maternity (Payment for prenatal and postnatal care is included in the payment for the delivery excluding the initial visit to diagnose pregnancy) Newborn care Does your Plan cover dependent daughter Maternity? Yes <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
	Deductible & Coinsurance	Deductible & Coinsurance
	Newborn of a dependent daughter is not eligible for coverage, including the first 31 days.	
<b>Radiation Therapy and Chemotherapy</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Radiology (X-ray) Services and Other Diagnostic Tests</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Rehabilitation Services</b>		
<b>Cardiac Rehabilitation</b> (Limited to 18 sessions per diagnosis during the preceding 4 months of certain cardiac diagnosis) <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Pulmonary Rehabilitation</b> (Chronic lung disease is limited to 18 sessions per diagnosis, not to exceed 18 sessions per Benefit Year. Lung, heart-lung transplants and lung volume are limited to 18 sessions following referral and prior to surgery plus 18 sessions within six months of discharge from the hospital following surgery) <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Renal Dialysis</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Sexual Dysfunction</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Standard: Not Covered	Standard: Not Covered
<b>Skilled Nursing Facility</b> (Limited to 60 days per Benefit Year) <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance

<b>Sleep Studies</b> (Attended sleep study) <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Temporomandibular and Craniomandibular Joint Disorder</b> <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Therapy and Manipulations</b> Physical, occupational or speech therapy services, chiropractic or osteopathic physiotherapy (Limited to 60 combined sessions per benefit year) <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Other	Other
	<a href="#">Please see the additional benefit provisions section below. Lines 351-353</a>	
Chiropractic or osteopathic manipulative treatments or adjustments (Limited to 30 combined sessions per benefit year) <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	Other	Other
	<a href="#">Please see the additional benefit provisions section below. Lines 351-353</a>	
<b>Vision Exams</b> Diagnostic (To diagnose an illness) Preventive (Routine exam including refraction) limited to 1 exam per benefit year <b>Comments:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
	See Physician Office Service	See Physician Office Service
	Not covered	Not covered

	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>Wigs</b>	Limited to 1 wig up to \$250 per calendar year for a covered person who has received or is receiving either radiation or chemotherapy.	
<b>Comments:</b>		
	<b>In-Network</b>	<b>Out-of-Network</b>
	Deductible & Coinsurance	Deductible & Coinsurance
<b>All Other Covered Services</b>		
<b>Comments:</b>		
<b>Additional Benefit Provisions</b> (Please provide the provision(s) and Cost Share amounts below. Limitations should be provided on the Addl Provisions & Comments tab.)	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Hospice Services:</b> Inpatient and Outpatient	Deductible & Coinsurance	Deductible & Coinsurance
<b>Hospice Services:</b> Bereavement Counseling	Deductible & Coinsurance	Deductible & Coinsurance
<b>Organ and Tissue Transplant:</b> Blue Distinction Center	Deductible & Coinsurance	Not Covered
<b>Organ and Tissue Transplant:</b> Other Transplant Facilities	Deductible & 30% Coinsurance	Not Covered
<b>Therapy and Manipulations:</b> Physical or occupational therapy services and osteopathic physiotherapy manipulations and adjustments (combined limit of 60 sessions per calendar year)	Deductible & Coinsurance	Deductible & Coinsurance
<b>Therapy and Manipulations:</b> Speech Therapy (limited to 30 sessions per calendar year)	Deductible & Coinsurance	Deductible & Coinsurance
<b>Therapy and Manipulations:</b> - Office visits - Radiology - Pathology -Physiotherapy - Manipulations or adjustments	Deductible & Coinsurance	Deductible & Coinsurance
<b>Inpatient Private Duty Nursing:</b> Services provided to a Covered Person confined as an Inpatient, when the services are performed by a graduate registered nurse (R.N.) practicing under the supervision of the Covered Person's attending Physician.	Deductible & Coinsurance	Deductible & Coinsurance

Group Information	
Group Name:	City of Grand Island
Effective Date:	10/1/2015

Benefit Design	
Which Medical Option does this Apply to:	1
RX Structured option number:	N/A
Standard Benefits	<input type="checkbox"/>
Non-Standard Benefits (if selected, please complete non-standard benefit schedule)	<input checked="" type="checkbox"/>
Standard Formulary	<input checked="" type="checkbox"/>
Generics Plus Formulary	<input type="checkbox"/>
Other (explain below)	<input type="checkbox"/>

Deductible	
Does your Plan require a Separate RX Deductible?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, complete the following:	
Individual Amount:	Embedded <input type="checkbox"/> Aggregate <input type="checkbox"/>
Family Amount:	

**Copayment/Coinsurance Limit**

Does your plan include a separate RX Coinsurance/Copay Limit?

Yes ☒ No ☒

If yes, complete the following:

Embedded ☒ Aggregate ☐

Will this apply to the medical Out-Of-Pocket Limit?

Yes ☐ No ☒

Individual Amount:

\$4,800

Family Amount:

\$9,600

Once Coinsurance/Copay Limit has been Met, benefits are payable as follows:

Will all Covered Benefits listed below be subject only to the Medical Deductible and Coinsurance? If yes, Cost Shares are not needed below.

Yes ☐ No ☒

**Extended Supply Network**

Does your Plan provide an Extended Supply Network (ESN)?

Yes ☐ No ☒

If Yes:

Maximum Day Supply:

Copay per \_\_\_ Day Supply:

((insert number of days here))

	Generic Tier 1	Brand Formulary Tier 2	Brand Non-Formulary Tier 3
Copay			
Coinsurance			
Minimum \$/%			
Maximum \$/%			

Other:

**Retail Benefits**Does your Plan provide Retail Benefits? Yes ☒ No ☐

If Yes:

Maximum Day Supply: 90

Copoly per \_\_\_ Day Supply: 30

	Generic Tier 1	Brand Formulary Tier 2	Brand Non-Formulary Tier 3
Copay	\$10.00	\$25.00	\$40.00
Coinsurance			
Minimum \$/%			
Maximum \$/%			

Other:

**Mail Order Benefits**Does your Plan provide Mail Order Benefits? Yes ☒ No ☐

If Yes:

Maximum Day Supply: 90

Copoly per \_\_\_ day supply: 90

	Generic Tier 1	Brand Formulary Tier 2	Brand Non-Formulary Tier 3
Copay	\$25.00	\$62.50	\$100.00
Coinsurance			
Minimum \$/%			
Maximum \$/%			

Other:

**Specialty Pharmacy Benefits**

Does your Plan provide a Specialty Pharmacy Benefit (if yes, must select applicable option below):

Yes ☒ No ☐

Applies to drugs on the specialty pharmacy drug list. Specialty medications are not available through mail order. Standard benefit always defaults to 30-day supply.

**OPTION 1: Mandatory Specialty Pharmacy: Specialty Drugs must be purchased at an In-network Specialty Pharmacy only.**

Allow two specialty medication fills at any In-Network Retail Pharmacy

Yes ☒ No ☐

Do you have a 3 Tier or 4th Tier Specialty Option?

3 Tier ☐ 4th Tier ☒

**3Tier Specialty Pharmacy Benefit:**

Same copay/coinsurance structure as retail? ☐

Different copay/coinsurance structure? ☐

	Generic Tier 1	Brand Formulary Tier 2	Brand Non-Formulary Tier 3
Copay			
Coinsurance			
Minimum \$/%			
Maximum \$/%			
Other:			

OR

**4th Tier Only Specialty Pharmacy Benefit:**

	4th Tier
Copay	
Coinsurance	20%
Minimum \$/%	\$50
Maximum \$/%	\$100
Other:	See Additional Provisions below

**☐PTION 2: In/Out of Network Specialty Pharmacy Benefit:**

	In-Network	Out-of-Network
Copay		
Coinsurance		
Minimum \$/%		
Maximum \$/%		
Other:		



**Mandatory Generic Pricing:** If the Covered Person requests a Name Brand Medication when a generic version is available, he or she is responsible for the difference in cost between the name brand and generic drug, plus the applicable copayment amount.

Impose Mandatory Generic Penalty: Yes ☒ No ☐

**Pharmacy Preauthorization Programs:**

COX-2 Inhibitor Preauthorization Program (NSAIDS)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Proton Pump Inhibitor Therapy Preauthorization Program (PPI)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Angiotensin Receptor Blockers (ARB) Preauthorization Program	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Sedative Hypnotics (Insomnia) Preauthorization Program	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Statin Preauthorization Program	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Diabetic Test Strips Preauthorization Program	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Other:				

**Non-Standard Benefits Schedule:**

<b>Compounds<sup>1</sup>:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Diabetic Supplies<sup>2</sup>:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:	30 Day Supply: \$10 Formulary \$25 Non-Formulary <b>90 Day Supply:</b> \$25 Formulary \$62.50 Non-Formulary (OON apply 25% penalty for retail)	
<b>Ostomy supplies<sup>3</sup>:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Injectable medications:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Insulin:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Diabetic medication other than insulin:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Contraceptives<sup>4</sup>:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Prescription Vitamins:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Prescription prenatal vitamins:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Erectile dysfunction agents<sup>5</sup>:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Diet, weight loss or appetite suppressant drugs:</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Special Copay/Instructions:		
<b>Nutrition care, nutritional supplements &amp; substances, dietary and herbal supplements:</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Special Copay/Instructions:		
<b>FDA-exempt infant formulas:</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Special Copay/Instructions:		
<b>Cosmetic alteration drugs, health/beauty aids<sup>6</sup>:</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Special Copay/Instructions:		
<b>Non-sedating oral antihistamines:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		
<b>Fertility drugs &amp; medicinals:</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Contract Maximum:		
Other:		
<b>Sex Transformation Drugs:</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Special Copay/Instructions:		
<b>Nicotine addiction<sup>7</sup>:</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Special Copay/Instructions:		

**\*Additional Information\***

- Compound prescriptions must contain at least one FDA-approved prescription ingredient; compound ingredients must be FDA approved.
- Diabetic Supplies include but are not limited to: Insulin pump supplies (tubing etc.), Blood Glucose Meters, Blood Glucose Strips (for meters), Blood Glucose Meter Control Solutions, Alcohol Swabs, Insulin Syringes, Lancets, Lancet Devices, Ketone test Strips, Multiple Urine test Strips, Glucose Tablets. Excluded from RX Coverage: Insulin Pumps, Syringes other than Insulin Syringes and Real Time Glucose monitors and supplies.
- Ostomy Supplies are payable under medical coverage. If also to be covered under RX, check "Yes." Supplies include, but are not limited to: belts, dressings, pouches, skin barrier.
- Contraceptives: Must be covered unless plan is exempt by state or federal law. Includes oral, intravaginal, and transdermal. (The plan pays 100% on ACA required formulary contraceptives. A 25% Penalty applies when an Out-of-Network Pharmacy is used.)
- Erectile Dysfunction agents include but are not limited to: Viagra, Caverject, Muse, Cialis, Levitra, Alprostadil. If covered, Cialis (tadalafil) daily use strengths are limited to 30 pills per 30 days. Viagra (sildenafil), all other Cialis (tadalafil) strengths, and Levitra (vardenafil) are limited to 8 pills per 30 days. No benefits are available for males through the age of 18 and for all females.
- Cosmetic alteration drugs include, but are not limited to: Vaniqa; Propecia; Renova; and Botox.
- Nicotine cessation drugs and deterrents: Plans with the ACA required preventive services will cover In-network Pharmacy claims at 100%. A 25% penalty applies when an Out-of-network Pharmacy is used.)

**Additional Provisions:**

Specialty Pharmacy is limited to a 30 day fill with the exception of member YED867249137 (Member ID will be removed from CP once the exception has been updated in our system)

## Pharmacy Plan

### Group Information

Group Name:	City of Grand Island
Effective Date:	10/1/2015

### Benefit Design

Which Medical Option does this Apply to:

RX Structured option number:

Standard Benefits ☐

Non-Standard Benefits (if selected, please complete non-standard benefit schedule) ☒

Standard Formulary ☒

Generics Plus Formulary ☐

Other (explain below) ☐

### Deductible

Does your Plan require a Separate RX Deductible?

If yes, complete the following:

Embedded ☐ Aggregate ☐

Individual Amount:

Family Amount:

**Copayment/Coinsurance Limit**

Does your plan include a separate RX Coinsurance/Copay Limit?

Yes ☐ No ☒

**If yes, complete the following:**

Embedded ☐ Aggregate ☐

Will this apply to the medical Out-Of-Pocket Limit?

Yes ☐ No ☐

Individual Amount:

Family Amount:

Once Coinsurance/Copay Limit has been Met, benefits are payable as follows:

Will all Covered Benefits listed below be subject only to the Medical Deductible and Coinsurance? If yes, Cost Shares are not needed below.

Yes ☒ No ☐

**Extended Supply Network**

**Does your Plan provide an Extended Supply Network (ESN)?**

Yes ☐ No ☒

**If Yes:**

Maximum Day Supply:

Copay per \_\_\_ Day Supply:

((insert number of days here))

	Generic Tier 1	Brand Formulary Tier 2	Brand Non-Formulary Tier 3
Copay			
Coinsurance			
Minimum \$/%			
Maximum \$/%			

Other:

**Retail Benefits**Does your Plan provide Retail Benefits? Yes ☒ No ☐

If Yes:

Maximum Day Supply: 90

Copay per \_\_\_ Day Supply: 30

	Generic Tier 1	Brand Formulary Tier 2	Brand Non-Formulary Tier 3
Copay			
Coinsurance			
Minimum \$/%			
Maximum \$/%			
Other:			

**Mail Order Benefits**Does your Plan provide Mail Order Benefits? Yes ☒ No ☐

If Yes:

Maximum Day Supply: 90

Copay per \_\_\_ day supply: 90

	Generic Tier 1	Brand Formulary Tier 2	Brand Non-Formulary Tier 3
Copay			
Coinsurance			
Minimum \$/%			
Maximum \$/%			
Other:			

**Specialty Pharmacy Benefits**

Does your Plan provide a Specialty Pharmacy Benefit (if yes, must select applicable option below): Yes ☒ No ☐

Applies to drugs on the specialty pharmacy drug list. Specialty medications are not available through mail order. Standard benefit always defaults to 30-day supply.

**OPTION 1: Mandatory Specialty Pharmacy: Specialty Drugs must be purchased at an In-network Specialty Pharmacy only.**

Allow two specialty medication fills at any In-Network Retail Pharmacy: Yes ☒ No ☐

Do you have a 3 Tier or 4th Tier Specialty Option: 3 Tier ☒ 4th Tier ☐

**3Tier Specialty Pharmacy Benefit:**

Same copay/coinsurance structure as retail? ☒  
Different copay/coinsurance structure? ☐

	Generic Tier 1	Brand Formulary Tier 2	Brand Non-Formulary Tier 3
Copay			
Coinsurance			
Minimum \$/%			
Maximum \$/%			
Other:			

OR

**4th Tier Only Specialty Pharmacy Benefit:**

	4th Tier
Copay	
Coinsurance	
Minimum \$/%	
Maximum \$/%	
Other:	

☐ **OPTION 2: In/Out of Network Specialty Pharmacy Benefit:**

	In-Network	Out-of-Network
Copay		
Coinsurance		
Minimum \$/%		
Maximum \$/%		
Other:		

**Mandatory Generic Pricing:** If the Covered Person requests a Name Brand Medication when a generic version is available, he or she is responsible for the difference in cost between the name brand and generic drug, plus the applicable copayment amount.

Impose Mandatory Generic Penalty: Yes ☒ No ☐

**Pharmacy Preauthorization Programs:**

COX-2 Inhibitor Preauthorization Program (NSAIDS)

Yes ☒ No ☐

Proton Pump Inhibitor Therapy Preauthorization Program (PPI)

Yes ☒ No ☐

Angiotensin Receptor Blockers (ARB) Preauthorization Program

Yes ☐ No ☒

Sedative Hypnotics (Insomnia) Preauthorization Program

Yes ☒ No ☐

Statin Preauthorization Program

Yes ☒ No ☐

Diabetic Test Strips Preauthorization Program

Yes ☐ No ☒

Other:

--

**Non-Standard Benefits Schedule:**

<b>Compounds<sup>1</sup>:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Diabetic Supplies<sup>2</sup>:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Ostomy supplies<sup>3</sup>:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Injectable medications:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Insulin:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Diabetic medication other than insulin:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Contraceptives<sup>4</sup>:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Prescription Vitamins:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Prescription prenatal vitamins:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Erectile dysfunction agents<sup>5</sup>:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Diet, weight loss or appetite suppressant drugs:</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Special Copay/Instructions:				
<b>Nutrition care, nutritional supplements &amp; substances, dietary and herbal supplements:</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Special Copay/Instructions:				
<b>FDA-exempt infant formulas:</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Special Copay/Instructions:				
<b>Cosmetic alteration drugs, health/beauty aids<sup>6</sup>:</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Special Copay/Instructions:				
<b>Non-sedating oral antihistamines:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				
<b>Fertility drugs &amp; medicinals:</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Contract Maximum:				
Other:				
<b>Sex Transformation Drugs:</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Special Copay/Instructions:				
<b>Nicotine addiction<sup>7</sup>:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Special Copay/Instructions:				

**\*Additional Information\***

1. Compound prescriptions must contain at least one FDA-approved prescription ingredient; compound ingredients must be FDA approved.

2. Diabetic Supplies include but are not limited to: Insulin pump supplies (tubing etc.), Blood Glucose Meters, Blood Glucose Strips (for meters), Blood Glucose Meter Control Solutions, Alcohol Swabs, Insulin Syringes, Lancets, Lancet Devices, Ketone test Strips, Multiple Urine test Strips, Glucose Tablets. Excluded from RX Coverage: Insulin Pumps, Syringes other than Insulin Syringes and Real Time Glucose monitors and supplies.

3. Ostomy Supplies are payable under medical coverage. If also to be covered under RX, check "Yes." Supplies include, but are not limited to: belts, dressings, pouches, skin barrier.

4. Contraceptives: Must be covered unless plan is exempt by state or federal law. Includes oral, intravaginal, and transdermal. (The plan pays 100% on ACA required formulary contraceptives. A 25% Penalty applies when an Out-of Network Pharmacy is used.)

5. Erectile Dysfunction agents include but are not limited to: Viagra, Caverject, Muse, Cialis, Levitra, Alprostadil. If covered, Cialis (tadalafil) daily use strengths are limited to 30 pills per 30 days. Viagra (sildenafil), all other Cialis (tadalafil) strengths, and Levitra (vardenafil) are limited to 8 pills per 30 days. No benefits are available for males through the age of 18 and for all females.

6. Cosmetic alteration drugs include, but are not limited to: Vaniqa; Propecia; Renova; and Botox.

7. Nicotine cessation drugs and deterrents: Plans with the ACA required preventive services will cover In-network Pharmacy claims at 100%. A 25% penalty applies when an Out-of-network Pharmacy is used.)

**Additional Provisions:**

Specialty Pharmacy is limited to a 30 day fill with the exception of member YED867249137 (Member ID will be removed from CP once the exception has been updated in our system)



## Open Enrollment, SPD & Fulfillment

Group Information		
Group Name:	City of Grand Island	
Effective Date:	10/1/2015	

***Internal Fulfillment Instructions***	
Please provide beginning/ending dates for employee Open Enrollment:	8/17/15 - 9/11/15
Will BCBSNE representatives be required at Open Enrollment meetings? If yes, please provide dates, times and locations:	Yes - TBD
Please provide the SBC due date:	8/10/2015
For E-Exchange groups: When will Group send Open Enrollment data to BCBSNE?	N/A
For HR InTouch groups: When does HR In Touch need to be ready?	N/A
Are there any special Open Enrollment instructions that impact BCBSNE?	No

Will Group require packets for Open Enrollment?

No

If packets are needed, please provide the following information:

Number of Packets:

N/A

Date needed by:

N/A

Physical Address:

N/A

Attention:

ID card - Standard format?

Yes

ID card - custom logo? (new logos needed 8 weeks prior to mailing)

No

If custom ID card, ID Card Logo (Same as last year, New)

N/A

ID card - custom prefix?

No

ID card - phone number

Standard

N/A

ID card mailing - Standard?

Standard

Electronic SPDs?

Yes

SPD custom logo?

Yes

Special SPD Language if any

TBD

Special mailing instructions?

No

Does the group want to suppress Fulfillment information? If yes, what information should be suppressed?

No

## Plan Information

Plan name: N/A

Employer: N/A

Employer Identification Number: N/A

Plan Identification Number: N/A

Type of Plan: N/A

Funding: N/A

Plan Year: N/A

Plan Administrator: N/A

Type of Administration: N/A

Participating Employers: N/A

Registered Agent for Service of Legal  
Process: N/A

Contributions: N/A

Amendment or Termination (Plan  
Sponsor): N/A

# Client Consulting

## Group Information

Group Name:	City of Grand Island
Effective Date:	10/1/2015

## Data Extracts

Will the Group require data extracts?

**If yes, please select all that apply below:**

- Medical ☒
- Dental ☐
- Pharmacy ☐
- Eligibility ☐
- RDS ☐
- Stop Loss ☒
- Pre-Certification ☐
- High Dollar Notification ☒
- Nurse Notes ☐

Comments:

## Reports

Will reports be delivered to the Group?

**If yes, complete the following:**

Email ☒ SFTP ☐

Name:

Email address:

SFTP contact:

Name:

Email address:

SFTP contact:

Will reports be delivered to the Broker?

**If yes, complete the following:**

Email ☒ SFTP ☐

Name:

Email address:

SFTP contact:

Name:

Email address:

SFTP contact:

Comments:

## Group Roll Listing

Group Information		
Group Name:	City of Grand Island	
Effective Date:	10/1/2015	

Option 1	\$500 PPO
Option 2	\$3000 HDHP

305208	01	Non-union (full-time)
	02	FOP – Police (full-time)
	03	IBEW Union – Service/Clerical (full-time)
	04	IBEW Utilities/Water (full-time)
	05	IAFF – Fire (full-time)
	06	IBEW Utilities/Electric (full-time)
	07	AFSCME Union (full-time)
	08	IBEW – Wastewater (full-time)
	51	Non-union (part-time)
	52	FOP – Police (part-time)
	53	IBEW Union – Service/Clerical (part-time)
	54	IBEW Utilities/Water (part-time)
	55	IAFF – Fire (part-time)
	56	IBEW Utilities/Electric (part-time)
	57	AFSCME Union (part-time)
	58	IBEW – Wastewater (part-time)
	98	Retirees (Grandfathered – to age 65)
	99	COBRA

## Additional Provisions & Comments

Group Information				
Group Name:		City of Grand Island		
Effective Date:		10/1/2015		
Additional Provisions and Comments				
Date Completed:				
Tab Name	Line Number(s)	Internal Ref #	Benefit Title, Additional Provision, and/or Comments	Applicable Option (i.e. Medical/Dental/RX or Other, please include applicable option number)
2 - Tier Medical (All)	263	3-00289	<b>Oral Surgery and Dentistry:</b> In addition to the benefits listed on the 2-Tier Medical tabs, benefits are also available for: <ul style="list-style-type: none"> <li>• Impacted Extractions               <ul style="list-style-type: none"> <li>o Evaluation and treatment of impacted teeth</li> </ul> </li> <li>• Osteotomies               <ul style="list-style-type: none"> <li>o Covered when performed for a gross congenital abnormality of the jaw that cannot be treated solely by orthodontic treatment or appliances</li> </ul> </li> <li>• Dental Implants               <ul style="list-style-type: none"> <li>o Covered when related to trauma, cancer and other tumors, and benign cysts or for persons through age 23 who have two or more congenitally missing adjacent teeth</li> </ul> </li> <li>• Bone Grafts               <ul style="list-style-type: none"> <li>o Bone grafts to the jaw in relation to implants or dentures are covered</li> </ul> </li> <li>• Accident Dentistry               <ul style="list-style-type: none"> <li>o Benefits available for dental implants and orthodontic services when related to an accident and provided within 12 months of the date of the accident.</li> </ul> </li> </ul>	Option 1 & 2
2 - Tier Medical PPO Option 2	N/A	3-00232	<a href="#">Orally Administered anti-cancer medications.</a>	Option 1

## Internal Claims and Appeals and External Review- NON-ERISA

A Covered Person or a person acting on his/her behalf (the "claimant") is entitled to an opportunity to appeal Adverse Benefit Determinations (initial or final). The process for such appeals is outlined below.

### 1. Internal Appeal:

a. Requesting an Appeal: A request for an internal appeal must be submitted by the claimant within six (6) months of the date the Claim was processed, or Adverse Benefit Determination was made. The request should include the following information:

- 1) state that it is a request for an appeal;
- 2) the name and relationship of the person submitting the appeal;
- 3) the reason for the appeal;
- 4) any information that might help resolve the issue;
- 5) the date of service/claim; and
- 6) if possible, a copy of the Explanation of Benefits (EOB).

This information should be submitted to BCBSNE at the address and telephone number listed on the Covered Person's ID card. Within three days after receipt of a request for an appeal, BCBSNE will provide the claimant an acknowledgment of the receipt of the appeal. This notice will include the name, address and telephone number of a person to contact regarding coordination of the review. A claimant does not have the right to attend, nor to have a representative in attendance at the appeal review, but may submit additional information for consideration.

b. Decision: If the Adverse Benefit Determination was based on a medical judgment, including a Medical Necessity or Investigative determination, BCBSNE will consult with health care professionals with appropriate training and experience in the field of medicine involved in the medical judgment, to make the appeal determination. Identification of the medical personnel consulted, if any, will be provided to the claimant upon written request. The appeal determination will be made by individuals who were not involved in the original determination. Written notification of the decision will be provided to the claimant as follows:

- 1) for Preservice Claims (other than Urgent Care), within 15 calendar days after receipt;
- 2) for Postservice Claims involving an Adverse Benefit Determination based on Medical Necessity, Investigative determination or utilization review, within 15 calendar days after receipt; or
- 3) for all other Post Service Claims, within 15 calendar days after receipt, unless additional time is needed and written notice is provided to the Claimant on or before the 15th day, in which case the decision will be provided within 30 calendar days after receipt.

c. Expedited Appeal: In the case of an Urgent Care Claim, an expedited appeal may be requested orally or in writing. All information, including the decision, will be submitted by telephone, facsimile or the most expeditious method available.

BCBSNE will make a decision and notify the claimant within 72 hours after the appeal is received. Written notification will be sent within the 72-hour period.

Concurrent Care: A request for an expedited appeal of a concurrent care denial must be made within 24 hours of the denial. If requested within this time period, coverage will continue for the health care services pending notification of the review decision, as may be required by law. The decision timeframe will be the same as for other expedited appeals.

d. The decision made pursuant to this appeal is considered a Final Internal Adverse Determination.

2. Rights to Documentation: A claimant shall have the right to have access to, and request copies of the documentation relevant to the Claim and Adverse Benefit Determination(s), including any new evidence or rationale considered or relied upon in connection with the Claim on review. The claimant may submit additional comments, documents or records relating to the Claim for consideration during the appeal process.

### 3. Request for External Review:

a. Standard Review: The claimant may request a review by an Independent Review Organization (IRO) of an Adverse Benefit Determination or Final Internal Adverse Benefit Determination which was based on a judgment as to the Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of the health care service or treatment. The claimant must exhaust the internal appeal process prior to a request for External Review. The request must be submitted in writing within four (4) months after the date of receipt of a notice of the Final Internal Adverse Benefit Determination. The Covered Person will be required to authorize the release of any of his or her protected health information, including medical records, which may be needed for the purposes of the External Review.



The request for an External Review may be submitted electronically, by facsimile, or U.S. mail, as stated on the Final Internal Adverse Benefit Determination notice (letter). The request should be submitted to:

Nebraska Department of Insurance  
P.O. Box 82089  
Lincoln, NE 68501-2089  
www.doi.nebraska.gov

Upon receipt of a request for an External Review, the Nebraska Department of Insurance (NDOI) will forward the request to BCBSNE to conduct a preliminary review to determine if it is complete and whether it is eligible for External Review, consistent with applicable law. BCBSNE will conduct this preliminary review within 5 business days of receipt, and notify the NDOI and the claimant of the outcome within one business day. If it is determined that the request is not complete, or is not eligible for External Review, the claimant will be notified of the reason for ineligibility, or advised of the information needed to make the request complete. The NDOI may determine that the request is eligible notwithstanding BCBSNE's determination, consistent with state law.

If the request is eligible for External Review, the NDOI will assign an IRO to conduct the review, and notify BCBSNE and the claimant of the assignment within one business day. BCBSNE will forward all documentation and information considered in making the initial Adverse or Final Internal Adverse Benefit Determination, including a summary of the Claim and explanation for the determination to the IRO within 5 business days. The claimant will also be allowed an opportunity to submit additional information for consideration by the IRO. The IRO shall provide BCBSNE with any information submitted by the claimant, to allow BCBSNE an opportunity to reconsider its original determination. The IRO shall complete its review and provide the claimant written notification and rationale for its decision within 45 days of receipt of the request for review. No deference shall be given to the prior determinations made by BCBSNE pursuant to the internal appeal process.

b. Expedited External Review: An expedited External Review may be requested at the same time a claimant requests an expedited internal appeal (1.c., above) of an Adverse Benefit Determination concerning:

- 1) an Urgent Care Claim; or
- 2) a denial on the basis that the requested service or treatment is Investigative, if the Covered Person's Treating Physician certifies in writing that the service or treatment would be significantly less effective if not promptly initiated.

However, the claimant must first exhaust the internal appeal process, unless otherwise waived by BCBSNE or directed by the IRO, consistent with state law.

An expedited External Review may also be requested following a Final Internal Adverse Benefit Determination, if:

- 1) the Covered Person has a medical condition where the timeframe for completion of a standard External Review, as described in paragraph 3.a., above, would seriously jeopardize the life or health of the Covered Person or would jeopardize his or her ability to regain maximum function; or
- 2) the Final Internal Adverse Benefit Determination concerns an admission, availability of care, continued stay or health care service for which the Covered Person has received emergency services, but has not been discharged from a facility; or
- 3) the Final Internal Adverse Benefit Determination is based on a determination that the requested service or treatment is Investigative, if the Covered Person's Treating Physician certifies in writing that the service or treatment would be significantly less effective if not promptly initiated.

#### ADDITIONAL INFORMATION

The Department of Insurance may be contacted for assistance with the Appeal and External Review process at any time at:

Nebraska Department of Insurance  
P.O. Box 82089  
Lincoln, NE 68501-2089  
(877) 564-7323

### **Benefits for Orally Administered Anti-cancer Medication (PPO PLANS)**

Benefits for orally administered anti-cancer medication are available as follows: 1. When purchased from an In-network Specialty Pharmacy, benefits for orally administered anti-cancer medication will be covered at 100%. 2. When purchased from an In-network non-Specialty Pharmacy or when purchased from an Out-of-network Pharmacy, benefits for orally administered anti-cancer medication will be subject to the cost share amount (applicable copayment, deductible and/or coinsurance) as shown in your Contract or on your Schedule of Benefits Summary. An orally administered anti-cancer medication is a medication that is used to kill or slow the growth of cancerous cells. A list of orally administered anti-cancer medications is available at [www.nebraskablue.com](http://www.nebraskablue.com) or by contacting Blue Cross and Blue Shield of Nebraska Member Services. Specialty Drugs: Designated complex injectable and oral drugs generally covered up to a 30-day supply that have very specific manufacturing, storage, and dilution requirements. Specialty Drugs are drugs including, but not limited to drugs used for: multiple sclerosis; rheumatoid arthritis; hepatitis C; Crohn's disease; anemia; and hemophilia. Specialty Drugs may only be available through designated Specialty Pharmacies. A current list of designated Specialty Drugs and suppliers is available at [www.nebraskablue.com](http://www.nebraskablue.com) or by contacting Blue Cross and Blue of Nebraska Member Services. Blue Cross and Blue Shield of Nebraska reserves the right to change designated Specialty Drugs and suppliers at any time without prior notice. Specialty Pharmacy: A licensed pharmacy designated by Blue Cross and Blue Shield of Nebraska or the Pharmacy Benefit Manager to provide Specialty Drugs. (3-00232)

### BENEFIT DESCRIPTIONS

Mental Illness, Substance Dependence And Abuse Benefits

#### Inpatient Care

Inpatient Services shall include Covered Services and room and board provided as part of a Residential Treatment Program for treatment of Mental Illness and Substance Dependence and Abuse.

The Residential Treatment Program and/or facility must be licensed, accredited or Certified to provide such Services by the appropriate state agency, or accredited by CARF International or the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

Benefits for residential Treatment Center Services are available subject to Certification and Medical Necessity criteria and Utilization Management. If Certification is not obtained and the Services requested do not meet BCBSNE's Medical Necessity criteria, coverage for those Services may be denied.

### EXCLUSIONS-WHAT'S NOT COVERED

#### Plan Exclusions

##### Residential Treatment Program

Benefits are not available under the Residential Treatment Program provision for:

- education, socialization, delinquency or Custodial Care Services;
- foster, homes, halfway houses, group homes and treatment group homes;
- Inpatient confinement for environmental change or similar treatment;
- not Medically Necessary: Services that are not Medically Necessary, including those that are:
  - not necessarily directed toward alleviation or prevention of an acute condition; and
  - expected to be of long duration without any reasonable predictable date of termination;
- stress reduction classes and pastoral counseling;
- support therapies, including personal counseling, assertiveness training, dream therapy, music or art therapy, recreational therapy, cruises, wilderness programs, adventure therapy, residential therapeutic camps and bright light therapy.

## Client Profile Signature Page

### Group Information

Group Name:	City of Grand Island	
Effective Date:	10/1/2015	

### Applicant Certification and Signature

I represent that I am authorized to obtain coverage on behalf of the Group Health Plan.

I have read and understand the Provisions of this Client Profile for Claim Administration Services and certify that all information herein is true and accurate and agree to the provisions specified. I understand that if any information on this Client Profile is in conflict with the proposal, BCBSNE reserves the right to recalculate and change the rates previously proposed, or to decline coverage. I understand the possible effect of canceling our current group plan coverage or administrative services prior to receiving final approval from BCBSNE.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
 (Typed Name) (Typed Title)

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
 (Typed Name) (Typed Title)

#### AGENT CERTIFICATION:

I certify that I have verified the information in this Client Profile and it is true and accurate to the best of my knowledge.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
 (Typed Name) (Typed Title)

*The Client Profile document sets forth group demographic information and specific plan terms, requirements and benefit design elements. The Client Profile is part of the Benefit Plan Document, which includes the Administrative Services Agreement (ASA), Summary Plan Description (SPD), and is incorporated therein by this reference.*

## RESOLUTION 2015-218

WHEREAS, the City subscribes to health and dental insurance for its employees and other eligible participants, as authorized by the City of Grand Island Personnel Rules and Regulations and federal regulations; and

WHEREAS, a Health Insurance Committee consisting of union, non-union, management and non-management employees, along with the Human Resources Director, the Finance Director, and the Attorney/Purchasing Agent met and reviewed plan changes; and

WHEREAS, Blue Cross and Blue Shield of Nebraska is the Third Party Administrator for the City's health insurance plan; and

WHEREAS, the City's dental insurance benefit is administered by Delta Dental of Nebraska for a fee of \$3.85 per employee per month and this fee will remain the same for the duration of the three year contract period; and

WHEREAS, the reinsurance coverage and administration of the health plan is provided under a contract with Blue Cross and Blue Shield of Nebraska. COBRA administration is provided by Discovery Benefits, Inc. The broker is Strong Financial Resources, and the current agreement with Healthways is covered under the Bluepartners Program agreement and;

WHEREAS, contracts were approved in 2015 with Blue Cross and Blue Shield for a period of three years with the aforementioned providers; and

WHEREAS, the City will make a contribution on behalf of the employee participating in the Qualified High Deductible Health Plan with an added Health Savings Account (HSA) contribution of \$1250 for single coverage and \$2500 for family coverage to be reduced by a quarterly sliding scale for newly hired employees; and

WHEREAS, the contract with Blue Cross and Blue Shield of Nebraska (BCBSNE) specifies administrative fees of \$30.00 per employee per month. Stop loss coverage will cost \$114.98 per employee per month and the aggregate stop loss coverage will cost \$5.64 per employee per month. The contract with Strong Financial will cost \$1,654 per month. COBRA administration will be handled by Discovery Benefits, Inc. (DBI) The cost for COBRA administration will be \$0.70 per employee per month for the term of the contract. The fees associated with the wellness physicals will be approximately \$67.45 per participant.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual renewal contracts with Blue Cross and Blue Shield of Nebraska, Delta Dental of Nebraska, Discovery Benefits, Inc., Strong Financial Resources and Bluepartners Program for the administration of health insurance, COBRA administration, broker services and wellness program as set out by the contracts as well as the HSA contributions are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of July 29, 2015 through August 11, 2015**

*The Claims for the period of July 29, 2015 through August 11, 2015 for a total amount of \$6,640,169.18.  
A MOTION is in order.*

Staff Contact: William Clingman



# City of Grand Island

Tuesday, August 11, 2015

Council Session

## Item S-1

### **Discussion Concerning the Proposed Fiscal Year 2015-2016 City of Grand Island and Community Redevelopment Authority (CRA) Budgets**

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

Staff Contact: Chad Nabity AICP, Regional Planning Director



# **Council Agenda Memo**

**From:** Chad Nabity, AICP, Planning Director

**Meeting:** August 11, 2015

**Subject:** Community Redevelopment Authority 2015-2016  
Annual Budget

**Presenter(s):** Chad Nabity

It is my privilege to present to you the budget for the Community Redevelopment Authority (CRA) for 2015-2016. This plan and budget continues the high-quality services that have enabled the CRA to partner with the City of Grand Island, private developers and businesses and with property owners in the blighted and substandard areas to make Grand Island vibrant, clean, safe and attractive.

The CRA budget for 2015-2016 is offered to you with a review of the responsibilities of the CRA. Those responsibilities and abilities are outlined in State Statutes and are summarized, in part, as follows:

The creation of a Redevelopment Authority was authorized by the Nebraska Legislature in order to provide communities with the ability to address certain areas of a city in need of improvement and development. Powers granted to CRAs are outlined in Chapter 18 of the Statutes and include the ability to expend funds to acquire substandard or blighted areas, make public improvements, and assist with development and redevelopment projects in specified areas. The Authority has virtually the same powers as any political subdivision, including borrowing money, issuing bonds, undertaking surveys and appraisals and asking for a levy of taxes.

A five-member board, appointed by the Mayor with the approval of the City Council, governs the CRA. The CRA is administered by a Director and devotes the overwhelming share of its resources to highly visible and effective programs. The CRA funds its programs primarily through assessments on taxable properties within the Grand Island city limits.

## **BLIGHTED AND SUBSTANDARD AREAS**

There are sixteen designated Blighted and Substandard Areas within the Grand Island City Limits (see attached map). The City of Grand Island has the authority to designate up to 35% of the community a blighted and substandard. At present 19.18% of the City has been designated blighted and substandard. Council has approved one blight study during the last year for Chief Industries Inc. for property located at the corner of Husker Highway and U.S. Highway 281. The CRA does have a study that completed that include the Veteran's Home and surrounding area that may be submitted for approval by the City

Council when more is known about the final disposition of that property. Council will also consider a study proposed by Middleton Electric for an area east of Webb Road and north of 2<sup>nd</sup> Street before the end of this fiscal year.

## **CRA MISSION**

The CRA's mission is **to reduce, slow or eliminate blighting influences on property in those areas that have been designated as blighted and substandard by the Grand Island City Council.** They do this by encouraging new investment and improved infrastructure in older areas of the community through the use of tax increment financing. They also take an active role in purchasing and demolishing properties that need to be cleared. This property is then made available for redevelopment.

## **FISCAL RESOURCES**

### **General Revenues for 2015-2016**

The CRA is requesting property tax revenues of \$732,050 including \$198,050 for Lincoln Pool Construction and Bonds and \$534,000 for all other CRA programs. The CRA is requesting the same levy that was approved last year. This will allow the CRA to meet obligations, continue with their successful programs, the levies and tax asking have been:

<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-2013</b>	<b>2011-2012</b>	<b>2010-2011</b>	<b>2009-2010</b>	<b>2008-2009</b>	<b>2007-2008</b>
0.026	0.026	0.026	0.026	0.017742	\$0.018076	\$0.020790	\$0.0225655
\$691,245	\$669,384	\$654,437	\$639,405	\$425,000	\$425,000	\$475,000	\$500,000

## **Program Funding**

The CRA has the ability to assist private developers and governmental entities with the commercial, residential or mixed-use redevelopment projects throughout the City. Specific detail on projects is as follows:

- Purchase of Dilapidated Properties/Infrastructure. The 2015-2016 budget includes \$200,000 for the acquisition of substandard properties in the blighted and substandard areas and for the provision of infrastructure. The Authority will consider any property within the designated areas.
- Facade Development. For the façade development program \$350,000 has been budgeted, including grants and interest buy down; these projects are unidentified at this time. This program has been used extensively in the Downtown part of Redevelopment Area #1 but has also been used in Areas #2 and #6. It is only available in those areas that have a generalized redevelopment plan including commercial façade development. The CRA approved façade projects that used the \$94,000 of the \$200,000 allocated toward the façade program during the 2014-15 fiscal year.

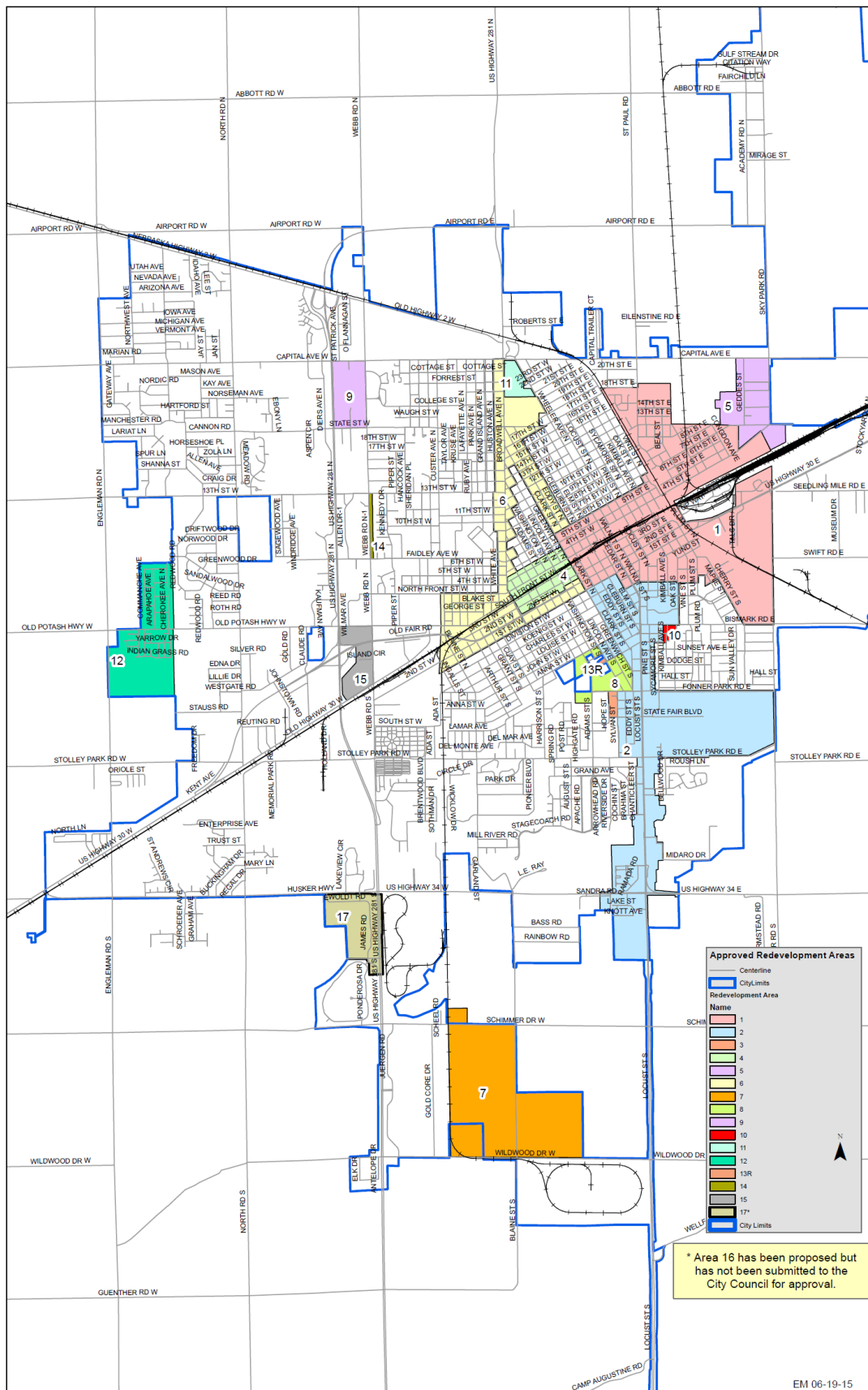
- Life Safety and Infrastructure Grants. This is a proposed program to encourage upper story residential development in Downtown Grand Island. The CRA has budgeted \$285,000 in this line item but is also showing revenue of \$100,000 from the City of Grand Island General Fund. It is anticipated that this program would be a multi-year program to encourage the development of 50 additional residential units over the course of a 5 year period. The redevelopment plan for this program was approved by Council in February of 2015. The CRA received one request this last year for funding and approved \$175,000 worth of commitments including \$115,000 from the upper story residential program and \$60,000 from other projects for garden level residential improvements in the Labor Temple Building. A total of 11 housing units were funded. The proposed budget line carries over the \$85,000 of unspent funding for upper story residential. If a majority of this funding is not committed during the 2015-16 fiscal year the program will be reevaluated for effectiveness and may be modified or discontinued.
- Other Projects. In the blighted and substandard areas \$450,000 has been reserved for other projects. In the 2014-15 fiscal year this funding was used:
  - to provide funding for remodeling the Downtown Business Improvement Board offices that are moving into the building next to the Kaufmann Plaza.
  - to provide funding life safety improvements for the garden level apartments being constructed in the Labor Temple Building.

This funding can be assigned to specific projects including but not limited to infrastructure improvements in the blighted and substandard areas that would support larger redevelopment plans. The CRA has used this funding item in the past to fund additional façade improvement projects and to make grants to fund specific projects for: the Business Improvement Districts, the Grand Island Parks Department, Fonner Park, The Central Nebraska Humane Society, St. Stephens, Habitat for Humanity and other community groups for specific projects that meet the mission of the CRA.

## CONCLUSION

This budget provides for measured funding of redevelopment efforts during the 2015-2016 fiscal year. The investments this community has made in housing, redevelopment efforts, infrastructure and economic development bode well for the future of the community.

The CRA will also continue to examine the community to identify areas that might benefit from a Blighted and Substandard declaration and to review and recommend approval of redevelopment plan amendments for tax increment financing projects on both large and small scale developments. All of the tools used by the CRA are necessary for them to accomplish their mission: **to reduce, slow or eliminate blighting influences on property in those areas that have been designated as blighted and substandard by the Grand Island City Council.**



CITY OF

Grand Island

NEBRASKA

COMMUNITY  
REDEVELOPMENT  
AUTHORITY

*2015-2016*  
Community Redevelopment Authority  
(CRA) Budget

*8-11-15*


## CRA Budget

		<b>2015 Budget</b>	<b>2015 Forecasted</b>	<b>2016 Budget</b>
Revenue		2,241,337	2,094,727	1,845,150
Expenses				
	Operating	99,550	74,740	99,300
	Program	1,002,000	525,434	1,653,973
	TIF/Bond Payments	1,321,092	1,269,020	877,612
	Lincoln Pool	198,050	198,050	198,050
Total Expense		2,620,692	2,067,244	2,828,935


Property Tax Asking of \$732,050 proposed Levy \$0.026

## CRA Budget Highlights

### Operating Expenses

-  \$88,550 budgeted down from \$93,500

### Façade Improvement

-  \$350,000 Increased from last year due to lower initial requests and substantial requests late this fiscal year


### Property Purchase

-  \$200,000 same as last year. \$80,000 was used

### Lincoln Pool

-  Bond Payment Principal and Interest of \$198,050

### Other Projects




-  \$450,000

### Fire, Life Safety and Infrastructure Grants

-  \$285,000 Includes \$85,000 carryover from this year

## CRA Budget Highlights

### Carry Over Projects:

-  Super 8 Facade
-  Life Safety Grant for Tower 217
-  Downtown Residential Grants for Labor Temple Building



**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

<b>CONSOLIDATED</b>	<b><u>2015 BUDGET</u></b>	<b><u>2015 Projected</u></b>	<b><u>2016 Budget</u></b>
Beginning Cash		744,615	914,148
<b>REVENUE:</b>			
Property Taxes - CRA	493,195	493,000	534,000
Property Taxes - Lincoln Pool	198,050	198,000	198,050
Property Taxes -TIF's	1,321,092	1,273,527	882,800
Interest Income - CRA	1,000	200	300
Land Sales	100,000	10,000	100,000
Other Revenue - CRA	128,000	120,000	130,000
<b>TOTAL REVENUE</b>	<b>2,241,337</b>	<b>2,094,727</b>	<b>1,845,150</b>
<b>TOTAL RESOURCES</b>	<b>2,241,337</b>	<b>2,839,342</b>	<b>2,759,298</b>
<b>EXPENSES</b>			
Auditing & Accounting	5,000	440	5,000
Legal Services	3,000	1,500	3,000
Consulting Services	5,000	-	5,000
Contract Services	65,000	50,000	65,000
Printing & Binding	1,000	-	1,000
Other Professional Services	16,000	16,000	16,000
General Liability Insurance	250	250	250
Postage	200	350	350
Life Safety	200,000	-	285,000
Legal Notices	2,500	1,800	2,000
Travel & Training	1,000	-	1,000
Office Supplies	300	400	400
Supplies	300	-	300
Land	200,000	80,015	200,000
Bond Principal - Lincoln Pool	175,000	-	-
Bond Interest	23,050	-	-
Façade Improvement	200,000	-	350,000
<del>Building Improvement</del> Committed Projects Carryov	216,000	445,419	368,972
Other Projects	175,000	60,000	450,000
Bond Principal-TIF's	1,290,022	1,237,817	846,409
Bond Interest-TIF's	31,070	31,203	31,203
<b>TOTAL EXPENSES</b>	<b>2,609,692</b>	<b>1,925,194</b>	<b>2,630,884</b>
<b>INCREASE(DECREASE) IN CASH</b>	<b>(368,355)</b>	<b>169,533</b>	<b>(785,734)</b>
<b>ENDING CASH</b>	<b>(368,355)</b>	<b>914,148</b>	<b>128,414</b>

**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

**CRA**  
**GENERAL OPERATIONS:**

Property Taxes - CRA  
 Property Taxes - Lincoln Pool  
 Interest Income  
 Land Sales  
 Other Revenue & Motor Vehicle Tax

**TOTAL**

**GENTLE DENTAL**

Property Taxes  
 Interest Income

**TOTAL**

**PROCON TIF**

Property Taxes  
 Interest Income

**TOTAL**

**WALNUT HOUSING PROJECT**

Property Taxes  
 Interest Income

**TOTAL**

**BRUNS PET GROOMING**

Property Taxes

**TOTAL**

**GIRARD VET CLINIC**

Property Taxes

**TOTAL**

	<b><u>2015 BUDGET</u></b>	<b><u>2015 Projected</u></b>	<b><u>2016 Budget</u></b>
	493,195	493,000	534,000
	198,050	198,000	198,050
	1,000	200	300
	100,000	10,000	100,000
	128,000	120,000	130,000
	920,245	821,200	962,350
	-	4,000	4,000
	-		
	-	4,000	4,000
	19,162	23,019	24,000
	-		
	19,162	23,019	24,000
	74,472	75,000	75,000
	74,472	75,000	75,000
	13,500	13,800	14,500
	13,500	13,800	14,500
	14,500	14,500	14,500
	14,500	14,500	14,500

**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

	<b><u>2015 BUDGET</u></b>	<b><u>2015 Projected</u></b>	<b><u>2016 Budget</u></b>
<b>GEDDES ST APTS-PROCON</b>			
Property Taxes	30,000	30,000	30,000
<b>TOTAL</b>	30,000	30,000	30,000
<b>SOUTHEAST CROSSING</b>			
Property Taxes	15,000	18,000	18,000
<b>TOTAL</b>	15,000	18,000	18,000
<b>Poplar Street Water</b>			
Property Taxes	6,000	12,000	12,000
<b>TOTAL</b>	6,000	12,000	12,000
<b>CASEY'S @ FIVE POINTS</b>			
Property Taxes	10,000	10,000	10,000
<b>TOTAL</b>	10,000	10,000	10,000
<b>SOUTH POINTE HOTEL PROJECT</b>			
Property Taxes	90,000	92,000	91,000
<b>TOTAL</b>	90,000	92,000	91,000
<b>TODD ENCK PROJECT</b>			
Property Taxes	6,000	6,300	6,300
<b>TOTAL</b>	6,000	6,300	6,300
<b>SKAGWAY</b>			
Property Taxes	750,000	760,258	-
<b>TOTAL</b>	750,000	760,258	-
<b>JOHN SCHULTE CONSTRUCTION</b>			
Property Taxes	6,000	6,000	6,000
<b>TOTAL</b>	6,000	6,000	6,000

**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

	<b><u>2015 BUDGET</u></b>	<b><u>2015 Projected</u></b>	<b><u>2016 Budget</u></b>
<b>PHARMACY PROPERTIES INC</b>			
Property Taxes	11,000	11,100	11,100
<b>TOTAL</b>	11,000	11,100	11,100
<b>KEN-RAY LLC</b>			
Property Taxes	34,000	38,000	45,000
<b>TOTAL</b>	34,000	38,000	45,000
<b>COUNTY FUND 8598</b>			
Property Taxes	1,458	3,000	3,000
<b>TOTAL</b>	1,458	3,000	3,000
<b>GORDMAN GRAND ISLAND</b>			
Property Taxes	40,000	10,000	40,000
<b>TOTAL</b>	40,000	10,000	40,000
<b>BAKER DEVELOPMENT INC</b>			
Property Taxes	3,000	3,300	3,300
<b>TOTAL</b>	3,000	3,300	3,300
<b>STRATFORD PLAZA INC</b>			
Property Taxes	35,000	35,000	35,000
<b>TOTAL</b>	35,000	35,000	35,000
<b>COPPER CREEK</b>			
Property Taxes	-	30,000	120,000
<b>TOTAL</b>	-	30,000	120,000
<b>FUTURE TIF'S</b>			
Property Taxes	162,000		200,000
<b>TOTAL</b>	162,000	-	200,000

**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

	<b><u>2015 BUDGET</u></b>	<b><u>2015 Projected</u></b>	<b><u>2016 Budget</u></b>
<b>CHIEF INDUSTRIES AURORA COOP</b>			
Property Taxes	-	6,000	20,000
<b>TOTAL</b>	-	6,000	20,000
<b>TOKEN PROPERTIES KIMBALL ST</b>			
Property Taxes	-	450	3,000
<b>TOTAL</b>	-	450	3,000
<b>GI HABITAT OF HUMANITY</b>			
Property Taxes	-	3,000	8,000
<b>TOTAL</b>	-	3,000	8,000
<b>AUTO ONE INC</b>			
Property Taxes	-	8,100	12,000
<b>TOTAL</b>	-	8,100	12,000
<b>EIG GRAND ISLAND</b>			
Property Taxes	-	56,000	70,000
<b>TOTAL</b>	-	56,000	70,000
<b>TOKEN PROPERTIES CARY ST</b>			
Property Taxes	-	3,700	3,800
<b>TOTAL</b>	-	3,700	3,800
<b>WENN HOUSING PROJECT</b>			
Property Taxes	-	1,000	3,300
<b>TOTAL</b>	-	1,000	3,300
<b>TOTAL REVENUE</b>	2,241,337	2,094,727	1,845,150

**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

	<b><u>2015</u></b> <b><u>BUDGET</u></b>	<b><u>2015</u></b> <b><u>Projected</u></b>	<b><u>2016</u></b> <b><u>Budget</u></b>
<b>EXPENSES</b>			
<b>CRA</b>			
<b>GENERAL OPERATIONS:</b>			
Auditing & Accounting	5,000	440	5,000
Legal Services	3,000	1,500	3,000
Consulting Services	5,000	-	5,000
Contract Services	65,000	50,000	65,000
Printing & Binding	1,000	-	1,000
Other Professional Services	16,000	16,000	16,000
General Liability Insurance	250	250	250
Postage	200	350	350
Lifesafety Grant	200,000	-	285,000
Legal Notices	2,500	1,800	2,000
Licenses & Fees	-	-	-
Travel & Training	1,000	-	1,000
Office Supplies	300	400	400
Supplies	300	-	300
Land	200,000	80,015	200,000
Bond Principal - Lincoln Pool	175,000		
Bond Interest - Lincoln Pool	23,050		
<b>PROJECTS</b>			
Façade Improvement	200,000	-	350,000
<del>Building Improvement</del> Committed Projects Carryover	216,000	445,419	368,972
Blank Project			
Other Projects	175,000	60,000	450,000
<b>TOTAL CRA EXPENSES</b>	<b>1,288,600</b>	<b>656,174</b>	<b>1,753,272</b>
<b>GENTLE DENTAL</b>			
Bond Principal	-	3,300	3,300
Bond Interest	-	840	840
<b>TOTAL GENTLE DENTAL</b>	<b>-</b>	<b>4,140</b>	<b>4,140</b>
<b>PROCON TIF</b>			
Bond Principal	13,355	14,100	14,100
Bond Interest	5,807	5,100	5,100
<b>TOTAL PROCON TIF</b>	<b>19,162</b>	<b>19,200</b>	<b>19,200</b>

**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

	<b><u>2015 BUDGET</u></b>	<b><u>2015 Projected</u></b>	<b><u>2016 Budget</u></b>
<b>WALNUT HOUSING PROJECT</b>			
Bond Principal	49,209	49,209	49,209
Bond Interest	25,263	25,263	25,263
<b>TOTAL WALNUT HOUSING</b>	<b>74,472</b>	<b>74,472</b>	<b>74,472</b>
<b>BRUNS PET GROOMING</b>			
Bond Principal	13,500	13,500	13,500
<b>TOTAL BRUNS PET GROOMING</b>	<b>13,500</b>	<b>13,500</b>	<b>13,500</b>
<b>GIRARD VET CLINIC</b>			
Bond Principal	14,500	14,500	14,500
<b>TOTAL GIRARD VET CLINIC</b>	<b>14,500</b>	<b>14,500</b>	<b>14,500</b>
<b>GEDDES ST APTS - PROCON</b>			
Bond Principal	30,000	30,000	30,000
<b>TOTAL GEDDES ST APTS - PROCON</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>
<b>SOUTHEAST CROSSINGS</b>			
Bond Principal	15,000	18,000	18,000
<b>TOTAL SOUTHEAST CROSSINGS</b>	<b>15,000</b>	<b>18,000</b>	<b>18,000</b>
<b>POPLAR STREET WATER</b>			
Bond Principal	6,000	12,000	12,000
<b>TOTAL POPLAR STREET WATER</b>	<b>6,000</b>	<b>12,000</b>	<b>12,000</b>
<b>CASEY'S @ FIVE POINTS</b>			
Bond Principal	10,000	10,000	10,000
<b>TOTAL CASEY'S @ FIVE POINTS</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>
<b>SOUTH POINTE HOTEL PROJECT</b>			
Bond Principal	90,000	92,000	92,000
<b>TOTAL SOUTH POINTE HOTEL PROJECT</b>	<b>90,000</b>	<b>92,000</b>	<b>92,000</b>
<b>TODD ENCK PROJECT</b>			
Bond Principal	6,000	6,300	6,300
<b>TOTAL TODD ENCK PROJECT</b>	<b>6,000</b>	<b>6,300</b>	<b>6,300</b>

**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

	<b><u>2015 BUDGET</u></b>	<b><u>2015 Projected</u></b>	<b><u>2016 Budget</u></b>
<b>SKAGWAY</b>			
Bond Principal	750,000	760,258	-
<b>TOTAL SKAGWAY</b>	750,000	760,258	-
<b>JOHN SCHULTE CONSTRUCTION</b>			
Bond Principal	6,000	6,000	6,000
<b>TOTAL JOHN SCHULTE CONSTRUCITON</b>	6,000	6,000	6,000
<b>PHARMACY PROPERTIES INC</b>			
Bond Principal	11,000	11,100	11,100
<b>TOTAL PHARMACH PROPERTIES INC</b>	11,000	11,100	11,100
<b>KEN-RAY LLC</b>			
Bond Principal	34,000	38,000	45,000
<b>TOTAL KEN-RAY LLC</b>	34,000	38,000	45,000
<b>COUNTY FUND #8598</b>			
Bond Principal	1,458	3,000	3,000
<b>TOTAL COUNTY FUND #8598</b>	1,458	3,000	3,000
<b>GORDMAN GRAND ISLAND</b>			
Bond Principal	40,000	10,000	40,000
<b>TOTAL GORDMAN GRAND ISLAND</b>	40,000	10,000	40,000
<b>BAKER DEVELOPMENT INC</b>			
Bond Principal	3,000	3,300	3,300
<b>TOTAL BAKER DEVELOPMENT INC</b>	3,000	3,300	3,300
<b>STRATFORD PLAZA LLC</b>			
Bond Principal	35,000	35,000	35,000
<b>TOTAL STRATFORD PLAZA LLC</b>	35,000	35,000	35,000
<b>COPPER CREEK</b>			
Bond Principal	-	30,000	120,000
<b>TOTAL COPPER CREEK</b>	-	30,000	120,000
<b>CHIEF INDUSTRIES AURORA COOP</b>			
Bond Principal	-	6,000	20,000
<b>TOTAL CHIEF IND AURORA COOP</b>	-	6,000	20,000
<b>TOKEN PROPERTIES KIMBALL STREET</b>			
Bond Principal	-	450	3,000



**COMMUNITY REDEVELOPMENT AUTHORITY**  
**2016 Budget**

	<b><u>2015 BUDGET</u></b>	<b><u>2015 Projected</u></b>	<b><u>2016 Budget</u></b>
<b>TOTAL TOKEN PROPERTIES KIMBALL ST</b>	-	450	3,000
<b>GI HABITAT FOR HUMANITY</b>			
Bond Principal	-	3,000	8,000
<b>TOTAL BLANK</b>	-	3,000	8,000
<b>AUTO ONE INC</b>			
Bond Principal	-	8,100	12,000
<b>TOTAL AUTO ONE INC</b>	-	8,100	12,000
<b>EIG GRAND ISLAND</b>			
Bond Principal	-	56,000	70,000
<b>TOTAL BLANK</b>	-	56,000	70,000
<b>TOKEN PROPERTIES CARY STREET</b>			
Bond Principal	-	3,700	3,800
<b>TOTAL TOKEN PROPERTIES CARY ST</b>	-	3,700	3,800
<b>WENN HOUSING PROJECT</b>			
Bond Principal	-	1,000	3,300
<b>TOTAL WENN HOUSING PROJECT</b>	-	1,000	3,300
<b>FUTURE TIF'S</b>			
Bond Principal	162,000	-	200,000
<b>TOTAL FUTURE TIF'S</b>	162,000	-	200,000
<b>TOTAL EXPENSES</b>	2,609,692	1,925,194	2,630,884



# City of Grand Island

Tuesday, August 11, 2015

## Council Session

### Item X-1

#### **Strategy Session with Respect to Litigation which is Imminent as Evidenced by Communication or a Claim or Threat of Litigation to or by the Public Body**

*The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:*

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
  - a. collective bargaining,*
  - b. real estate purchases,*
  - c. pending litigation, or*
  - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert J. Sivick, City Attorney