

---

# City of Grand Island



**Tuesday, January 12, 2010**

## **Council Session Packet**

---

### **City Council:**

**Larry Carney  
Scott Dugan  
John Gericke  
Peg Gilbert  
Chuck Haase  
Robert Meyer  
Mitchell Nickerson  
Bob Niemann  
Kirk Ramsey  
Jose Zapata**

### **Mayor:**

**Margaret Hornady**

### **City Administrator:**

**Jeff Pederson**

### **City Clerk:**

**RaNae Edwards**

---

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

## **Call to Order**

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

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

---

## **Pledge of Allegiance**

## **Roll Call**

---

### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

---

### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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

---

### **MAYOR COMMUNICATION**

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

---



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item C1

### **Recognition of Tom Carlson, Public Works Engineering Technician Supervisor for 30 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Tom Carlson, Engineering Technician Supervisor for the Public Works Department for 30 Years of Service with the City of Grand Island. Mr. Carlson was hired on January 16, 1980 as an Engineering Assistant II, was promoted to Engineering Assistant III on July 26, 1982 and to his current position of Engineering Technician Supervisor on April 1, 1992. We Congratulate Mr. Carlson for his dedication and service to the City of Grand Island.*

Staff Contact: Mayor Hornady

# Thirty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

**TOM CARLSON**

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With

City of  
**GRAND**



**ISLAND**

*Joan Fricke*

Department Director

*Margaret Stevens*

Mayor

*1-16-10*

Date

*12-11-09*

Date



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item C2

### **Proclamation of Appreciation to the Decedents of William Stolley for Establishing the Stolley House Foundation Fund**

*The Mayor and City Council will recognize the contributions of Lillian Lappe, Richard Palmer, and Grace Carmody for establishing a foundation fund for the continual maintenance and preservation of the historic Stolley House and grounds located in Stolley Park. See attached PROCLAMATION.*

Staff Contact: Mayor Hornady

THE OFFICE OF THE MAYOR  
City of Grand Island  
State of Nebraska

PROCLAMATION

WHEREAS, the City of Grand Island recognizes the efforts of Lillian Lappe, Richard Palmer, and Grace Carmody, decedents of William Stolley for establishing the Stolley House foundation fund for the continual maintenance and preservation of the historic Stolley House located in Stolley Park; and

WHEREAS, Lillian Lappe, Richard Palmer, and Grace Carmody have established a fund for the preservation of the William Stolley House built by their grandfather William Stolley in 1859; and

WHEREAS, the City of Grand Island desires to proclaim their appreciation for these three individuals and especially Grace Carmody for her personal perseverance to establish these funds for the preservation of the Stolley House and grounds; and

WHEREAS, Lillian Lappe – deceased December 21, 2000  
Richard Palmer – deceased November 9, 2003  
Grace Carmody – deceased December 13, 2009 at the age of 100 years.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the great appreciation and a heartfelt thank-you from the citizens of Grand Island to these individuals for their investment in the historic preservation and commitment to the Stolley House and Park grounds.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twelfth day of January in the year of our Lord Two Thousand and Ten.



*Margaret Hornady*  
Margaret Hornady, Mayor

Attest:

*RaNae Edwards*  
RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item E1**

**Public Hearing on Request from Walgreens Co. dba Walgreens  
#03467, 1515 West 2nd Street for a Class “D” Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 12, 2010

**Subject:** Public Hearing on Request from Walgreens Co. dba  
Walgreens #03467, 1515 West 2<sup>nd</sup> Street for a Class “D”  
Liquor License

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

**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**

Walgreens Co. dba Walgreens #03467, 1515 West 2nd Street has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

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 requested is a Liquor Manager Designation for James Karins, 4601 Browning Court, Lincoln, Nebraska.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application of Walgreens Co. dba Walgreens #03467, 1515 West 2nd Street for a Class 'D' Liquor License and the request for Liquor Manager Designation from James Karins, 4601 Browning Court, Lincoln, Nebraska contingent upon Mr. Karins completing a state approved alcohol server/seller training program.

12/17/09  
16:17

Grand Island Police Department  
LAW INCIDENT TABLE

Page: 450  
1

City : Grand Island  
Occurred after : 15:48:40 12/14/2009  
Occurred before : 15:48:40 12/14/2009  
When reported : 15:48:40 12/14/2009  
Date disposition declared : 12/14/2009  
Incident number : L09121607  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 1515 2nd St W  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Viterra D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Viterra D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 26370  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident

=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
----	----------	------	-------------	--------------

-----

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
----	-------	-------------------	---------------

1	LT03	Bar/Night Club	
---	------	----------------	--

-----

LAW INCIDENT NARRATIVE:

I received a copy of a liquor license application for Walgreens on 2nd St. and Webb Road and a liquor manager application for James Karins

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
----	-----------------	--------	-------------

1	Viterra D	318	Viterra D
---	-----------	-----	-----------

-----

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
-----	------	------

12/17/09  
16:17

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 2

1 Vitera D 15:13:48 12/17/2009

Grand Island Police Department  
Supplemental Report

On 12/14/09, I received a copy of a liquor license application for Walgreens located at 1515 W. 2nd Street and 1230 N. Webb Road. I also received a liquor manager application from James Karins for each Walgreens store. James Karins listed an address in Lincoln, NE. He is married, but his wife signed a spousal affidavit of non participation.

The application for the license at the Walgreens on 2nd St. and the one on Webb Road each list the same people as corporate officers. Gregory Wasson is listed as the president and CEO. Mark Wagner is listed as the executive vice president. Jason Dubinsky is listed as the treasurer, and Margarita Kellen is listed as the assistant secretary. All of them are married, and each spouse signed a spousal affidavit of non participation. They all live in Illinois.

I could not find any of the applicants in Spillman. I checked NCJIS and was not able to find an entry on any of the out of State applicants. I did however, find information on James Karins. He was convicted of speeding on 5/8/01 and on 7/18/06. Melanie Karins does not have any violations.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." James checked the "No" box.

James' failure to disclose his convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed convictions would fall under state law or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

The Grand Island Police Department has no objection to James Karins being the liquor manager at the two Walgreens stores. However, since I can't run criminal histories on liquor license investigations, I am unable to do a quick and simple check on the out of State applicants. The Grand Island Police Department can not make a recommendation on these two applications. We will have to defer to the State investigation.

Date, Time: Thu Dec 17 16:07:41 CST 2009  
Reporting Officer: Vitera  
Unit #: 865



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item E2**

**Public Hearing on Request from Walgreens Co. dba Walgreens  
#12538, 1230 North Webb Road for a Class “D” Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 12, 2010

**Subject:** Public Hearing on Request from Walgreens Co. dba  
Walgreens #12538, 1230 North Webb Road for a Class  
“D” Liquor License

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

**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**

Walgreens Co. dba Walgreens #12538, 1230 North Webb Road has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

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 requested is a Liquor Manager Designation for James Karins, 4601 Browning Court, Lincoln, Nebraska.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application of Walgreens Co. dba Walgreens #12538, 1230 North Webb Road for a Class "D" Liquor License and the request for Liquor Manager Designation from James Karins, 4601 Browning Court, Lincoln, Nebraska contingent upon Mr. Karins completing a state approved alcohol server/seller training program.



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item E3

**Public Hearing on Request from Consolidated Concrete Co. for a  
Conditional Use Permit for Use of Two Conex Containers to Store  
Concrete Located at 3440 West Old Highway 30**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** January 12, 2010

**Subject:** Request of Consolidated Concrete Company for Renewal of a Conditional Use Permit to Allow for the Use of Two Shipping Containers as Temporary Buildings at 3440 W. Old Hwy #30

**Item #'s:** E-3 & H-1

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This request is for renewal of a conditional use permit to allow for the continued use of two shipping containers for temporary buildings at the above referenced site. Approval was received from the City Council on August 12, 2008 for the use of these temporary structures until December 31, 2009. Section 36-89 of the Grand Island Zoning code provides for temporary buildings and uses not to exceed two years in undeveloped areas. I believe the intent of this section is to allow for temporary buildings and uses while permanent facilities are under construction or in this case while a determination is made as to a process or location.

## **Discussion**

This request is for renewal for an additional one year to continue the use of two shipping containers to house admixtures and equipment (pumps and motors) to facilitate the mixing of concrete at the existing batch plant. The containers have been located on the site since June of 2007. Consolidated Concrete has been evaluating the location of these containers for permanent placement and requests an additional year to finalize location as existing utility easements have been identified and need to be addressed.

These containers are different from typical shipping containers used for storage as these have electrical wiring supplying the equipment located within.

The application states the request is for two additional years, recent discussion with Mr. Sallinger of Consolidated concrete have revealed that permanent facilities could be



planned for construction in 2010. As the containers have already been in place for 2-1/2 years I would recommend approval until the end of 2010, to accommodate their needs and allow an additional 12 month time frame.

The site location is such that it would not appear that this request will have any negative impact on the neighboring properties.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the request of a conditional use permit for an additional 12 month period expiring December 31, 2010.

### **Sample Motion**

Move to approve the request for a conditional use permit for two temporary shipping containers used as an equipment structure for a 12 month period, expiring December 31, 2010.



Non-Refundable Fee: \$200.00  
Return by: \_\_\_\_\_  
Council Action on: 1-12-10

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: To use two Conex Containers to store concrete
2. The owner(s) of the described property is/are: Consolidated Concrete Co.
3. The legal description of the property is: Lot 1 Spelts-Schultz Industrial Sub.
4. The address of the property is: 3440 West Old Hwy 30
5. The zoning classification of the property is: Industrial
6. Existing improvements on the property is: Redi Mix Concrete Plant
7. The duration of the proposed use is: Two Years
8. Plans for construction of permanent facility is: Winter of 2011 / 2012
9. The character of the immediate neighborhood is: Industrial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We currently have two Conex containers sitting on an 8" concrete slab beside our plant. According to the Grand Island code, they need to be on a permanent foundation. We want to try this system for two additional years prior to making the investment of a foundation.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

12-15-09  
Date

308-384-2003  
Phone Number

Consolidated Concrete Co.  
Brad Salinger Owners(s) BRAD SALINGER,  
3440 W OLD HIGHWAY 30  
Address  
Grand Island NE 68803  
City State Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item E4**

**Public Hearing concerning Acquisition of Utility Easement located  
at 425 N. Diers Avenue (TK Babel Properties, LLC)**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director  
**Meeting:** January 12, 2010  
**Subject:** Acquisition of Utility Easement – 425 N. Diers Avenue  
TK Babel Properties, LLC  
**Item #'s:** E-4 & G-3  
**Presenter(s):** Gary R. Mader, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of TK Babel Properties, LLC, located on the east side of property located at 425 North Diers Avenue, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

A new office building is being constructed at 425 North Diers Avenue. This easement will be used to place conduit, cable, and a pad-mounted transformer to provide electrical service to the new building.

## **Alternatives**

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

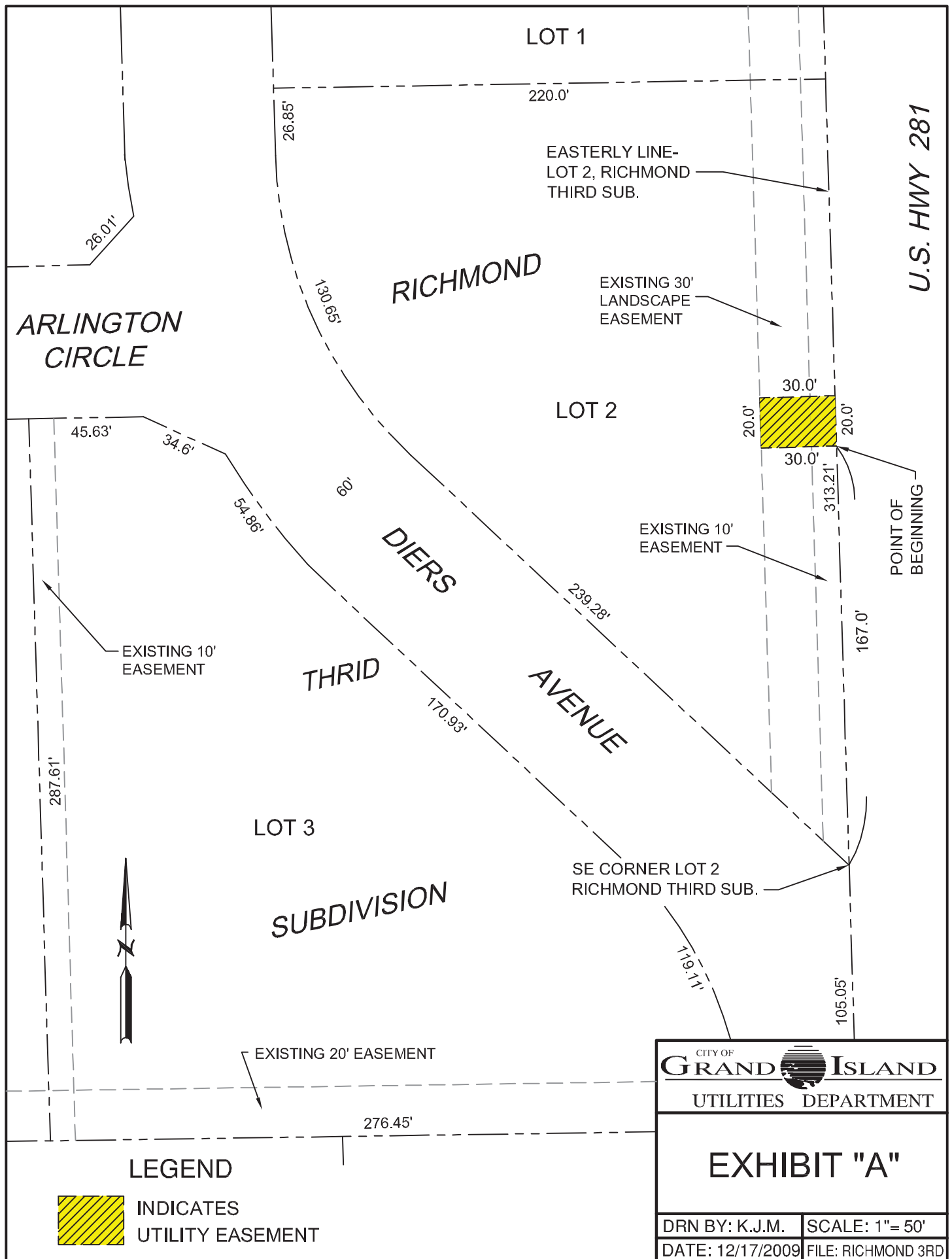
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item E5**

**Public Hearing on Acquisition of Utility Easement Located at 4160  
Old Potash Highway (Hall County School District #2)**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** January 12, 2010

**Subject:** Acquisition of Utility Easement – 4160 Old Potash Highway  
– Hall County School District No. 2

**Item #'s:** E-5 & G-4

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Hall County School District No. 2, located at 4160 Old Potash Highway (Shoemaker School), in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement also includes access to install, upgrade, maintain and repair public water lines and fire hydrants.

## **Discussion**

This easement will be used for two items. Tract #1 will be used for a new 10" water main to provide fire protection and water service for the expanded school. Tract #2 will be used for the primary electrical lines and transformer to provide electrical service to the school. Service has previously been provided, but the City did not have an easement for the high voltage lines. This will correct that oversight.

## **Alternatives**

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

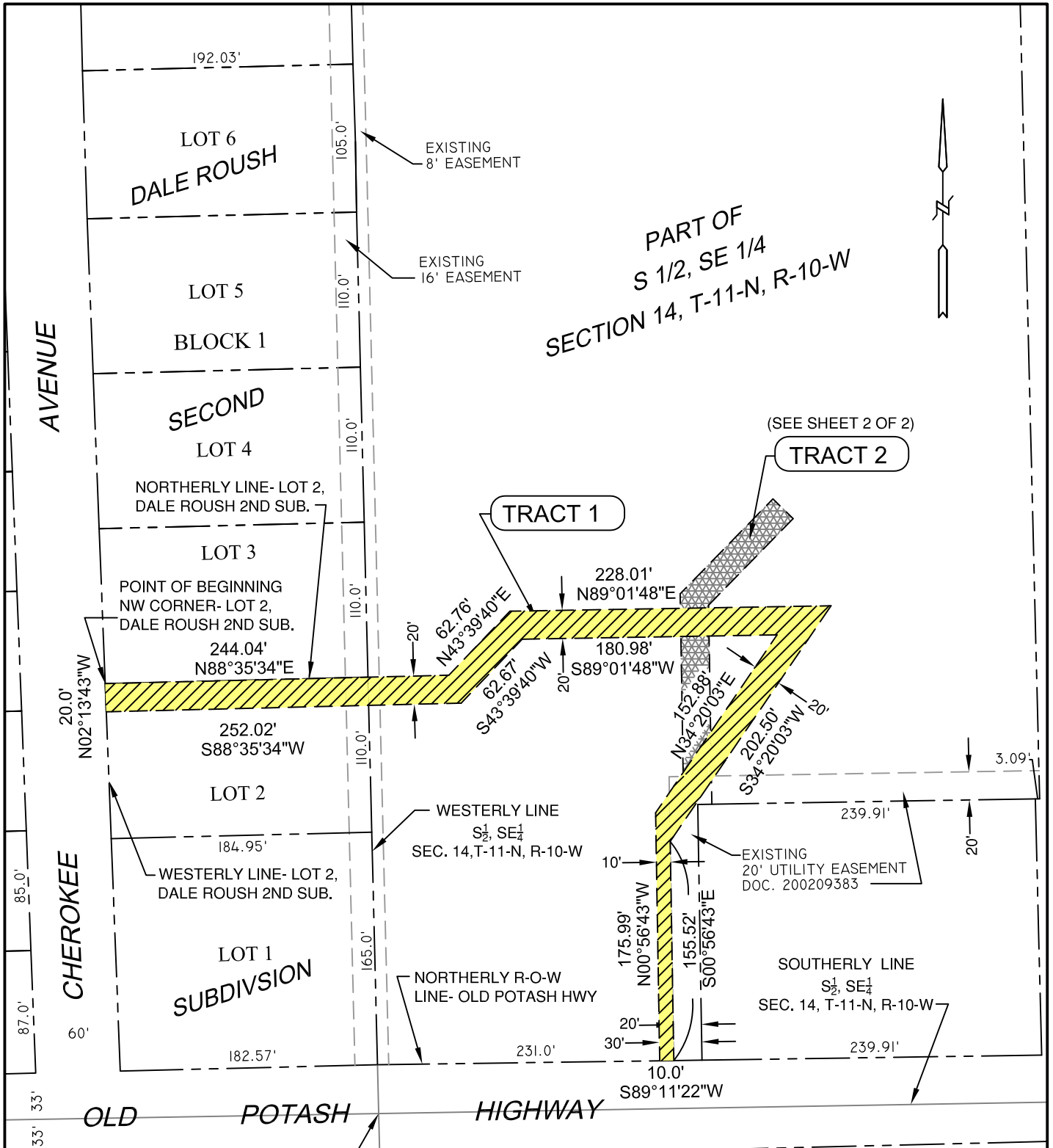
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

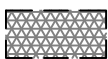
Move to approve acquisition of the Utility Easement.



LEGEND



INDICATES UTILITY EASEMENT- TRACT 1



INDICATES UTILITY EASEMENT- TRACT 2  
SEE SHEET 2 OF 2

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

EXHIBIT "A"

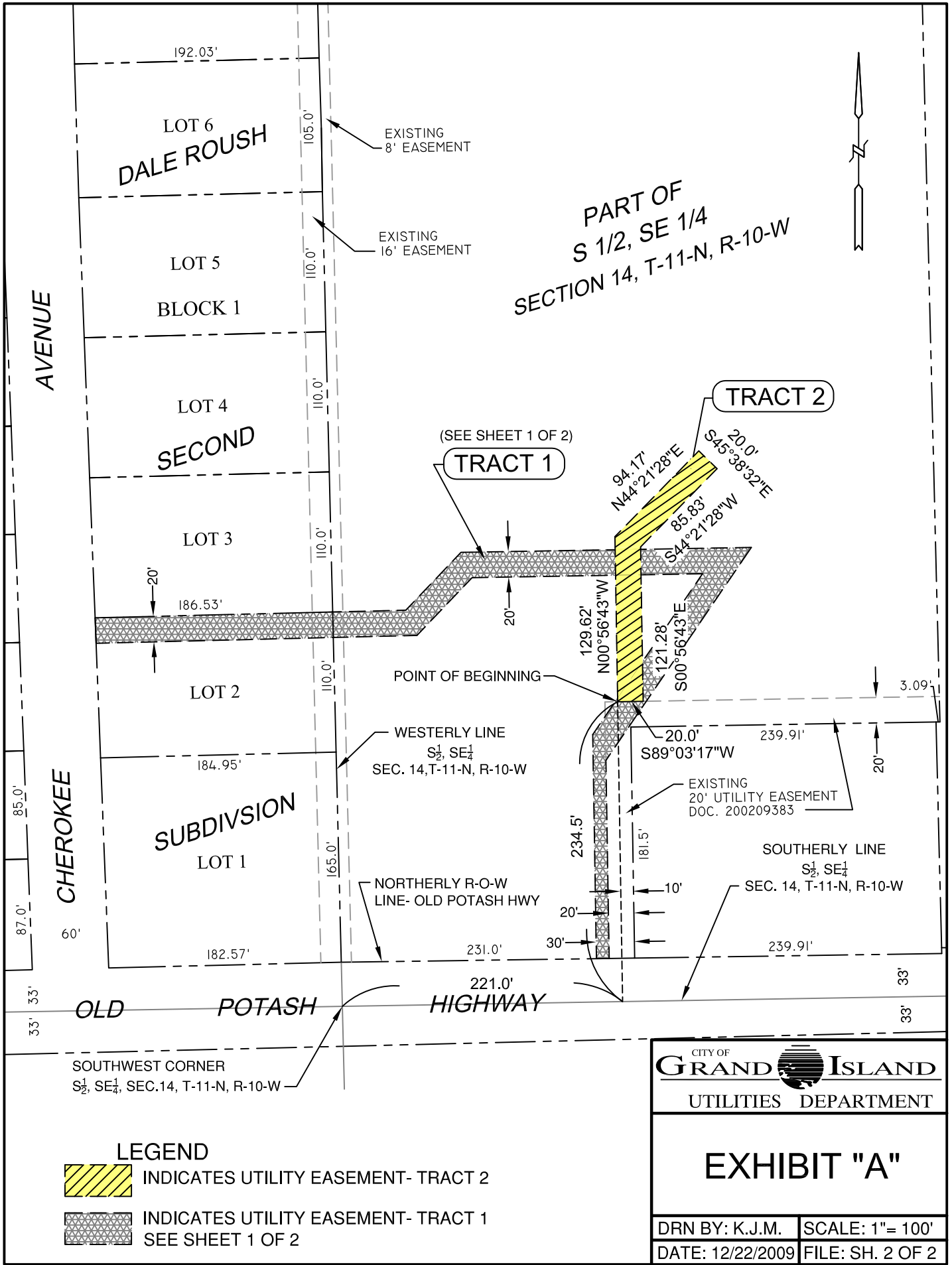
DRN BY: K.J.M.

SCALE: 1"= 100'

DATE: 12/22/2009

FILE: SH. 1 OF 2







# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item F1

**#9247 - Consideration of Salary Ordinance**

Staff Contact: Brenda Sutherland

# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** January 12, 2010

**Subject:** Salary Ordinance

**Item #'s:** F-1

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

The City of Grand Island conducts salary surveys to identify comparable wages for its employees. The City and IBEW, Local 1597 have been engaged in negotiations for a new labor agreement for employees who were identified as being represented by the Service Clerical labor agreement. It has been three years since the wages for these employees have been surveyed. In addition to the wage changes for the new IBEW Service/Clerical group there is also the addition of the Recreation Coordinator who will be involved with activities at the City's new State Fair building. Parks and Recreation Director Steve Paustian made a presentation to the City Council outlining the plans for the new building and as part of that presentation, this position was discussed. The entire salary ordinance has been converted from bi-weekly rates to hourly rates.

## **Discussion**

The cities that were used in the array for the labor agreement were: Ames, Iowa, Council Bluffs, Iowa, Fremont, Hastings, Kearney, and North Platte, Nebraska, and Salina Kansas. The Council gave direction to use a more balanced array and in doing so there are three cities that are larger and four that are smaller. Ames and Salina have been used in the City's array for several years. Council Bluffs has been added this year. This survey produced wages at both ends of the spectrum meaning that some positions saw a great deal of movement while other positions were frozen. While there will be some major movement in some salary tables, the highest adjustment that an employee will experience at implementation is 7.4% and the lowest is 0%.

The salary range will be adjusted per the survey results. Employees will not move backwards in their current hourly wage, however, they could move backwards in step placement. Should an employee move into lower steps in the new range they will be placed in the next closest step that gives them at least a 2% increase. This means that an

employee may go backwards in their placement on the scale but will receive an initial increase and then will be eligible for step movement at their evaluation date. This type of implementation allows the City to remain compliant with state comparability statutes while it is able control the rate of spending. The wages for the IBEW Service/Clerical employees will be retroactive to the first pay period in October, 2009.

The wages for the new Recreation Coordinator will go into effect as prescribed by law after posting of the salary ordinance. It is anticipated that this position will be filled in April to get ready for the spring/summer Parks programs and will have time to start programming efforts for the State Fair City building when available after the State Fair.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Salary Ordinance # 9247.

### **Sample Motion**

Move to approve Salary Ordinance #9247.

ORDINANCE NO. 9247

An ordinance to amend Ordinance ~~9239~~ 9247 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to amend the salary ranges of the ~~non-union~~ IBEW Service/Clerical employees; to rename the position of Purchasing Technician to Accounts Payable Clerk; to rename the position of GIS Technician to GIS Specialist; to display hourly wages rather than biweekly wage for all positions; to add the Recreation Coordinator position and salary range; to separate the full-time Solid Waste Division Clerk from the part-time Solid Waste Division Clerk; and to repeal those portions of Ordinance No. ~~9239~~ 9247 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 contract) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	<b>Bi-Weekly Hourly Pay Range Min/Max</b>	Overtime Eligibility
Accountant	<del>1728.80/2437.60</del> <u>21.6100/30.4700</u>	Exempt
Accounting Technician – Solid Waste	<del>1200.00/1577.60</del> <u>15.0000/19.7200</u>	40 hrs/week
Assistant to the City Administrator	<del>1681.60/2367.20</del>	Exempt

Approved as to Form    ☐ \_\_\_\_\_  
January 8, 2010            ☐ City Attorney

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> <del>Hourly</del> Pay Range Min/Max	Overtime Eligibility
	<del>21.0200/29.5900</del>	
Assistant Utility Director – Administration	<del>3262.40/4592.00</del> <del>40.7800/57.4000</del>	Exempt
Assistant Utility Director – PGS & PCC	<del>3532.80/4974.40</del> <del>44.1600/62.1800</del>	Exempt
Attorney	<del>2151.20/3319.20</del> <del>26.8900/41.4900</del>	Exempt
Biosolids Technician	<del>1363.21/1918.94</del> <del>17.0401/23.9867</del>	40 hrs/week
Building Department Director	<del>2520.00/3585.60</del> <del>31.5000/44.8200</del>	Exempt
Cemetery Superintendent	<del>1464.95/2062.42</del> <del>18.3119/25.7803</del>	Exempt
City Administrator	<del>4310.48/6065.29</del> <del>53.8810/75.8161</del>	Exempt
City Attorney	<del>2978.40/4192.00</del> <del>37.2300/52.4000</del>	Exempt
City Clerk	<del>1799.20/2532.80</del> <del>22.4900/31.6600</del>	Exempt
Civil Engineering Manager – Public Works Engineering	<del>2289.60/3283.20</del> <del>28.6200/41.0400</del>	Exempt
Civil Engineering Manager – Utility PCC	<del>2560.00/3655.20</del> <del>32.0000/45.6900</del>	Exempt
Collection System Supervisor	<del>1727.20/2455.20</del> <del>21.5900/30.6900</del>	40 hrs/week
Community Service Officer	<del>968.00/1316.00</del> <del>12.1000/16.4500</del>	40 hrs/week
Custodian – Library, Police	<del>887.08/1251.81</del> <del>11.0885/15.6476</del>	40 hrs/week
Electric Distribution Superintendent	<del>2500.00/3426.40</del> <del>31.2500/42.8300</del>	Exempt

ORDINANCE NO. 9247 (Cont.)

Classification	<b>Bi-Weekly Hourly Pay Range Min/Max</b>	Overtime Eligibility
Electric Distribution Supervisor	<del>2111.20/2895.20</del> <del>26.3900/36.1900</del>	40 hrs/week
Electric Underground Superintendent	<del>2226.40/3052.00</del> <del>27.8300/38.1500</del>	Exempt
Electrical Engineer I	<del>2026.40/2796.80</del> <del>25.3300/34.9600</del>	Exempt
Electrical Engineer II	<del>2350.40/3240.80</del> <del>29.3800/40.5100</del>	Exempt
Emergency Management Deputy Director	<del>1708.80/2336.80</del> <del>21.3600/29.2100</del>	Exempt
Emergency Management Director	<del>2432.00/3324.80</del> <del>30.4000/41.5600</del>	Exempt
EMS Division Chief	<del>2289.17/3220.97</del> <del>28.6146/40.2621</del>	Exempt
Engineering Technician - WWTP	<del>1509.60/2132.80</del> <del>18.8700/26.6600</del>	40 hrs/week
Engineering Technician Supervisor	<del>1687.20/2442.40</del> <del>21.0900/30.5300</del>	Exempt
Equipment Operator - Solid Waste	<del>1209.74/1703.66</del> <del>15.1218/21.2957</del>	40 hrs/week
Finance Director	<del>2855.05/4017.67</del> <del>35.6881/50.2209</del>	Exempt
Fire Chief	<del>2724.00/3860.00</del> <del>34.0500/48.2500</del>	Exempt
Fire Operations Division Chief	<del>2399.66/3376.44</del> <del>29.9958/42.2055</del>	Exempt
Fire Prevention Division Chief	<del>2110.02/2968.89</del> <del>26.3753/37.1111</del>	Exempt
Fire Training Division Chief	<del>2110.02/2968.89</del> <del>26.3753/37.1111</del>	Exempt
Fleet Services Superintendent	<del>1930.40/2727.20</del>	Exempt

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> <del>Hourly</del> Pay Range Min/Max	Overtime Eligibility
	<del>24.1300/34.0900</del>	
Fleet Services Supervisor	<del>1536.80/2140.80</del> <del>19.2100/26.7600</del>	40 hrs/week
Golf Course Superintendent	<del>1824.80/2633.60</del> <del>22.8100/32.9200</del>	Exempt
Grounds Management Crew Chief – Cemetery	<del>1368.25/1925.50</del> <del>17.1031/24.0687</del>	40 hrs/week
Grounds Management Crew Chief – Parks	<del>1409.29/1983.25</del> <del>17.6161/24.7906</del>	40 hrs/week
Human Resources Director	<del>2576.80/3671.20</del> <del>32.2100/45.8900</del>	Exempt
Human Resources Specialist	<del>1380.00/2028.00</del> <del>17.2500/25.3500</del>	40 hrs/week
Information Technology Manager	<del>2316.32/3259.09</del> <del>28.9540/40.7386</del>	Exempt
Information Technology Supervisor	<del>2032.00/3123.20</del> <del>25.4000/39.0400</del>	Exempt
Legal Secretary	<del>1517.60/2040.80</del> <del>18.9700/25.5100</del>	40 hrs/week
Librarian I	<del>1325.60/1844.00</del> <del>16.5700/23.0500</del>	Exempt
Librarian II	<del>1468.00/2068.00</del> <del>18.3500/25.8500</del>	Exempt
Library Assistant I	<del>928.80/1278.40</del> <del>11.6100/15.9800</del>	40 hrs/week
Library Assistant II	<del>1023.20/1410.40</del> <del>12.7900/17.6300</del>	40 hrs/week
Library Assistant Director	<del>1672.00/2383.20</del> <del>20.9000/29.7900</del>	Exempt
Library Clerk	<del>765.60/1062.40</del> <del>9.5700/13.2800</del>	40 hrs/week



ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> <del>Hourly</del> Pay Range Min/Max	Overtime Eligibility
Library Director	<del>2262.37/3184.54</del> <del>28.2796/39.8068</del>	Exempt
Library Page	<del>594.40/822.40</del> <del>7.4300/10.2800</del>	40 hrs/week
Library Secretary	<del>1111.20/1579.20</del> <del>13.8900/19.7400</del>	40 hrs/week
Maintenance Worker – Golf	<del>1115.40/1573.00</del> <del>13.9425/19.6625</del>	40 hrs/week
Manager of Engineering Services	<del>2466.40/3540.00</del> <del>30.8300/44.2500</del>	Exempt
Meter Reader Supervisor	<del>1402.93/1975.75</del> <del>17.5366/24.6969</del>	Exempt
Office Manager – Police Department	<del>1215.20/1683.25</del> <del>15.1900/21.0406</del>	40 hrs/week
Parking Monitor	<del>648.80/881.60</del> <del>8.1100/11.0200</del>	40 hrs/week
Parks and Recreation Director	<del>2558.81/3599.05</del> <del>31.9851/44.9881</del>	Exempt
Parks Superintendent	<del>1788.00/2528.80</del> <del>22.3500/31.6100</del>	Exempt
Payroll Specialist	<del>1275.36/1794.32</del> <del>15.9420/22.4290</del>	40 hrs/week
Planning Director	<del>2537.18/3569.42</del> <del>31.7148/44.6178</del>	Exempt
Police Captain	<del>2142.40/3013.60</del> <del>26.7800/37.6700</del>	Exempt
Police Chief	<del>2724.00/3860.00</del> <del>34.0500/48.2500</del>	Exempt
Police Records Clerk - Part Time	<del>992.00/1380.80</del> <del>12.4000/17.2600</del>	40 hrs/week
Power Plant Maintenance Supervisor	<del>2244.07/3156.59</del>	Exempt

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> <del>Hourly</del> Pay Range Min/Max	Overtime Eligibility
	<del>28.0509/39.4574</del>	
Power Plant Operations Supervisor	<del>2336.00/3363.20</del> <del>29.2000/42.0400</del>	Exempt
Power Plant Superintendent – Burdick	<del>2558.46/3600.21</del> <del>31.9808/45.0026</del>	Exempt
Power Plant Superintendent – PGS	<del>2949.50/4148.57</del> <del>36.8688/51.8571</del>	Exempt
Public Information Officer	<del>1606.40/2260.80</del> <del>20.0800/28.2600</del>	Exempt
Public Works Director	<del>2866.03/4033.13</del> <del>35.8254/50.4141</del>	Exempt
Receptionist	<del>992.00/1435.20</del> <del>12.400/17.9400</del>	40 hrs/week
<u>Recreation Coordinator</u>	<del>16.2000/22.6000</del>	<u>40 hrs/week</u>
Recreation Superintendent	<del>1674.40/2402.40</del> <del>20.9300/30.0300</del>	Exempt
Regulatory and Environmental Specialist	<del>2213.05/3112.95</del> <del>27.6631/38.9119</del>	Exempt
Senior Accountant	<del>2105.60/2931.20</del> <del>26.3200/36.6400</del>	Exempt
Senior Communications Specialist/EMD	<del>1296.00/1771.20</del> <del>16.2000/22.1400</del>	40 hrs/week
Senior Electrical Engineer	<del>2572.00/3546.40</del> <del>32.1500/44.3300</del>	Exempt
Senior Equipment Operator, Solid Waste	<del>1270.24/1787.37</del> <del>15.8780/22.3421</del>	40 hrs/week
Senior Utility Secretary	<del>1146.00/1636.40</del> <del>14.3250/20.4550</del>	40 hrs/week
Shooting Range Superintendent	<del>1674.40/2402.40</del> <del>20.9300/30.0300</del>	Exempt
Solid Waste Division Clerk - Full Time	<del>1143.20/1531.20</del>	40 hrs/week

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> <del>Hourly</del> Pay Range Min/Max	Overtime Eligibility
	<del>14.2900/19.1400</del>	
Solid Waste Division Clerk - Part Time	<del>1017.89/1390.40</del> <del>12.7236/17.3800</del>	40 hrs/week
Solid Waste Superintendent	<del>1838.29/2586.82</del> <del>22.9786/32.3353</del>	Exempt
Street Superintendent	<del>1880.00/2736.80</del> <del>23.5000/34.2100</del>	Exempt
Street Supervisor	<del>1478.40/2100.80</del> <del>18.4800/26.2600</del>	40 hrs/week
Turf Management Specialist	<del>1640.00/2321.60</del> <del>20.5000/29.0200</del>	40 hrs/week
Utility Director	<del>4157.60/5957.60</del> <del>51.9700/74.4700</del>	Exempt
Utility Production Engineer	<del>2630.29/3701.68</del> <del>32.8786/46.2710</del>	Exempt
Utility Services Manager	<del>2140.00/2978.40</del> <del>26.7500/37.2300</del>	Exempt
Utility Warehouse Supervisor	<del>1745.60/2438.40</del> <del>21.8200/30.4800</del>	40 hrs/week
Victim Assistance Unit Coordinator	<del>1004.00/1413.60</del> <del>12.5500/17.6700</del>	40 hrs/week
Wastewater Engineering/Operations Superintendent	<del>2052.00/2903.20</del> <del>25.6500/36.2900</del>	Exempt
Wastewater Plant Chief Operator	<del>1516.00/2136.80</del> <del>18.9500/26.7100</del>	40 hrs/week
Wastewater Plant Maintenance Supervisor	<del>1832.80/2468.00</del> <del>22.9100/30.8500</del>	40 hrs/week
Wastewater Plant Process Supervisor	<del>1900.00/2561.60</del> <del>23.7500/32.0200</del>	40 hrs/week
Water Superintendent	<del>1937.68/2736.80</del> <del>24.2210/34.2100</del>	Exempt

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> <b>Hourly Pay Range</b> Min/Max	Overtime Eligibility
Water Supervisor	<del>1672.80/2410.40</del> <u>20.9100/30.1300</u>	40 hrs/week
Worker / Seasonal	<del>580.00/1600.00</del> <u>7.2500/20.0000</u>	Exempt
Worker / Temporary	<del>580.00/1600.00</del> <u>7.2500/20.0000</u>	40 hrs/week

SECTION 2 The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	<del>Bi-Weekly</del> <b>Hourly Pay Range</b> Min/Max	Overtime Eligibility
Equipment Operator – Streets	<del>1110.06/1561.01</del> <u>13.8757/19.5126</u>	40 hrs/week
Fleet Services Attendant/Clerk	<del>1009.13/1423.30</del> <u>12.6141/17.7913</u>	40 hrs/week
Fleet Services Inventory Specialist	<del>1106.90/1557.86</del> <u>13.8363/19.4733</u>	40 hrs/week
Fleet Services Mechanic	<del>1266.28/1780.94</del> <u>15.8285/22.2618</u>	40 hrs/week
Horticulturist	<del>1172.08/1651.40</del> <u>14.6510/20.6425</u>	40 hrs/week
Maintenance Worker – Cemetery	<del>1101.64/1550.50</del> <u>13.7705/19.3812</u>	40 hrs/week
Maintenance Worker – Parks	<del>1094.29/1541.04</del> <u>13.6786/19.2630</u>	40 hrs/week

ORDINANCE NO. 9247 (Cont.)

<b>Classification</b>	<b><del>Bi-Weekly</del>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Maintenance Worker – Streets	<del>1071.16/1507.39</del> <u>13.3895/18.8424</u>	40 hrs/week
Senior Equipment Operator – Streets	<del>1216.22/1712.39</del> <u>15.2027/21.4049</u>	40 hrs/week
Senior Maintenance Worker – Parks	<del>1216.22/1712.39</del> <u>15.2027/21.4049</u>	40 hrs/week
Senior Maintenance Worker – Streets	<del>1216.22/1712.39</del> <u>15.2027/21.4049</u>	40 hrs/week
Traffic Signal Technician	<del>1216.22/1712.39</del> <u>15.2027/21.4049</u>	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><del>Bi-Weekly</del>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	<del>1112.01/1471.52</del> <u>13.9001/18.3940</u>	40 hrs/week
Cashier	<del>1020.64/1390.80</del> <u>12.7580/17.3850</u>	40 hrs/week
Custodian	<del>1191.81/1407.37</del> <u>14.8976/17.5921</u>	40 hrs/week
Electric Distribution Crew Chief	<del>2176.99/2768.73</del> <u>27.2124/34.6091</u>	40 hrs/week
Electric Underground Crew Chief	<del>2176.99/2768.73</del> <u>27.2124/34.6091</u>	40 hrs/week
Engineering Technician I	<del>1371.90/1962.94</del>	40 hrs/week

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> Hourly Pay Range Min/Max	Overtime Eligibility
	<u>17.1487/24.5367</u>	
Engineering Technician II	<del>1695.94/2325.37</del> <u>21.1992/29.0671</u>	40 hrs/week
GIS Coordinator	<del>1744.86/2448.39</del> <u>21.8107/30.6049</u>	40 hrs/week
Instrument Technician	<del>2046.35/2703.39</del> <u>25.5794/33.7924</u>	40 hrs/week
Lineworker Apprentice	<del>1327.03/1945.84</del> <u>16.5879/24.3230</u>	40 hrs/week
Lineworker First Class	<del>2011.47/2378.99</del> <u>25.1434/29.7374</u>	40 hrs/week
Materials Handler	<del>1656.26/2220.18</del> <u>20.7033/27.7522</u>	40 hrs/week
Meter Reader	<del>1193.34/1556.14</del> <u>14.9167/19.4517</u>	40 hrs/week
Meter Technician	<del>1604.44/1982.93</del> <u>20.0555/24.7866</u>	40 hrs/week
Power Dispatcher I	<del>2009.25/2793.64</del> <u>25.1156/34.9205</u>	40 hrs/week
Power Dispatcher II	<del>2110.34/2933.73</del> <u>26.3793/36.6716</u>	40 hrs/week
Power Plant Maintenance Mechanic	<del>1901.96/2368.30</del> <u>23.7745/29.6038</u>	40 hrs/week
Power Plant Operator	<del>2246.90/2617.25</del> <u>28.0862/32.7156</u>	40 hrs/week
Senior Accounting Clerk	<del>1249.93/1637.30</del> <u>15.6241/20.4663</u>	40 hrs/week
Senior Engineering Technician	<del>2145.83/2626.02</del> <u>26.8229/32.8253</u>	40 hrs/week
Senior Materials Handler	<del>1907.02/2487.45</del> <u>23.8377/31.0931</u>	40 hrs/week

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> Hourly Pay Range Min/Max	Overtime Eligibility
Senior Meter Reader	<del>1413.33/1677.46</del> <u>17.6666/20.9682</u>	40 hrs/week
Senior Power Dispatcher	<del>2441.20/3350.01</del> <u>30.5150/41.8751</u>	40 hrs/week
Senior Power Plant Operator	<del>2215.32/2839.98</del> <u>27.6915/35.4997</u>	40 hrs/week
Senior Substation Technician	<del>2608.37/2703.39</del> <u>32.6046/33.7924</u>	40 hrs/week
Senior Water Maintenance Worker	<del>1549.75/2040.66</del> <u>19.3719/25.5083</u>	40 hrs/week
Substation Technician	<del>2414.66/2510.52</del> <u>30.1833/31.3815</u>	40 hrs/week
Systems Technician	<del>2128.00/2703.39</del> <u>26.6000/33.7924</u>	40 hrs/week
Tree Trim Crew Chief	<del>1906.27/2367.31</del> <u>23.8284/29.5914</u>	40 hrs/week
Utilities Electrician	<del>1910.30/2510.52</del> <u>23.8788/31.3815</u>	40 hrs/week
Utility Technician	<del>1865.79/2624.50</del> <u>23.3224/32.8063</u>	40 hrs/week
Utility Warehouse Clerk	<del>1378.64/1700.91</del> <u>17.2330/21.2614</u>	40 hrs/week
Water Maintenance Worker	<del>1291.18/1785.58</del> <u>16.1398/22.3197</u>	40 hrs/week
Wireworker I	<del>1450.53/2051.04</del> <u>18.1316/25.6380</u>	40 hrs/week
Wireworker II	<del>2011.47/2378.99</del> <u>25.1434/29.7374</u>	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

ORDINANCE NO. 9247 (Cont.)

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:

<b>Classification</b>	<b><del>Bi-Weekly</del>Hourly Pay Range Min/Max</b>	
Police Officer	<del>1376.13/1923.74</del> <u>17.2016/24.0468</u>	
Police Sergeant	<del>1722.37/2360.04</del> <u>21.5296/29.5005</u>	

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, 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 fifty (50) 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



ORDINANCE NO. 9247 (Cont.)

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:

<b>Classification</b>	<b><del>Bi-Weekly</del>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	<del>1800.44/2496.42</del> <u>16.6707/23.1150</u>	<del>212 hrs/28 days</del> <u>54 hrs/week</u>
Firefighter / EMT	<del>1337.63/1941.19</del> <u>12.3855/17.9740</u>	<del>212 hrs/28 days</del> <u>54 hrs/week</u>
Firefighter / Paramedic	<del>1493.45/2109.24</del> <u>13.8282/19.5300</u>	<del>212 hrs/28 days</del> <u>54 hrs/week</u>

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:

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	<del>1104.57/1554.23</del> <u>13.8071/19.4279</u>	40 hrs/week
Equipment Operator – WWTP	<del>1254.02/1764.54</del> <u>15.6752/22.0567</u>	40 hrs/week
Maintenance Mechanic I	<del>1254.02/1764.54</del> <u>15.6752/22.0567</u>	40 hrs/week
Maintenance Mechanic II	<del>1404.09/1975.70</del> <u>17.5511/24.6962</u>	40 hrs/week
Maintenance Worker – WWTP	<del>1254.02/1764.54</del> <u>15.6752/22.0567</u>	40 hrs/week
Senior Equipment Operator – WWTP	<del>1355.49/1907.30</del> <u>16.9436/23.8413</u>	40 hrs/week
Wastewater Clerk	<del>943.56/1327.67</del> <u>11.7945/16.5959</u>	40 hrs/week
Wastewater Plant Laboratory Technician	<del>1331.18/1873.11</del> <u>16.6398/23.4139</u>	40 hrs/week
Wastewater Plant Operator I	<del>1121.57/1578.17</del> <u>14.0196/19.7271</u>	40 hrs/week
Wastewater Plant Operator II	<del>1254.02/1764.54</del> <u>15.6752/22.0567</u>	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical ~~group—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:

ORDINANCE NO. 9247 (Cont.)

Classification	<del>Bi-Weekly</del> Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	<del>1093.44/1538.67</del> <u>14.9600/19.9700</u>	40 hrs/week
<del>Accounts Payable Clerk</del> Purchasing Technician	<del>1071.93/1507.82</del> <u>14.1900/20.5300</u>	40 hrs/week
Administrative Assistant	<del>1180.58/1662.19</del> <u>14.7600/21.1700</u>	40 hrs/week
Audio Video Technician	<del>1115.35/1569.42</del> <u>14.9000/21.0200</u>	40 hrs/week
Building Inspector	<del>1415.47/1991.53</del> <u>18.4300/26.1500</u>	40 hrs/week
Building Secretary	<del>999.09/1405.37</del> <u>13.8900/19.7400</u>	40 hrs/week
Community Development Administrator	<del>1245.34/1752.33</del> <u>16.0800/23.1200</u>	Exempt
Communication Specialist/EMD	<del>1030.93/1454.21</del> <u>14.0000/20.4500</u>	40 hrs/week
Computer Operator	<del>1434.40/1885.62</del> <u>17.9300/23.5702</u>	40 hrs/week
Computer Programmer	<del>1703.42/2285.98</del> <u>20.4500/29.9700</u>	40 hrs/week
Computer Technician	<del>1477.44/1942.22</del> <u>18.4680/24.2777</u>	40 hrs/week
<del>Custodian—Police, Full Time</del>	<del>887.08/1251.81</del>	<del>40 hrs/week</del>
Electrical Inspector	<del>1415.47/1991.53</del> <u>18.4300/26.1500</u>	40 hrs/week
Emergency Management Coordinator	<del>991.57/1394.84</del> <u>13.8900/19.7400</u>	40 hrs/week
Engineering Technician – Public Works	<del>1418.74/1996.13</del> <u>18.9600/26.7400</u>	40 hrs/week
Evidence Technician	<del>887.58/1248.55</del> <u>13.7900/20.1800</u>	40 hrs/week

ORDINANCE NO. 9247 (Cont.)

Finance Secretary	<del>999.09/1405.37</del> <u>13.8900/19.7400</u>	40 hrs/week
GIS Specialist	<del>1681.79/2359.90</del> <u>21.0224/29.4987</u>	40 hrs/week
Maintenance Worker I – Building, Library	<del>1028.34/1446.75</del> <u>14.4900/19.6100</u>	40 hrs/week
Maintenance Worker II – Building, <u>Police</u>	<del>1082.92/1527.18</del> <u>15.2700/20.7000</u>	40 hrs/week
Parks and Recreation Secretary	<del>999.09/1405.37</del> <u>13.8900/19.7400</u>	40 hrs/week
Planning Secretary	<del>999.09/1405.37</del> <u>13.8900/19.7400</u>	40 hrs/week
Planning Technician	<del>1521.35/2140.47</del> <u>19.0169/26.7559</u>	40 hrs/week
Plans Examiner	<del>1415.47/1991.53</del> <u>18.4300/26.1500</u>	40 hrs/week
Plumbing Inspector	<del>1415.47/1991.53</del> <u>18.4300/26.1500</u>	40 hrs/week
Police Records Clerk – Full Time	<del>935.60/1317.32</del> <u>12.4000/17.2600</u>	40 hrs/week
Shooting Range Operator	<del>1368.25/1925.50</del> <u>19.2400/26.0800</u>	40 hrs/week
Stormwater Technician	<del>1418.74/1996.13</del> <u>18.9600/26.7400</u>	40 hrs/week
Utility Secretary	<del>999.09/1405.37</del> <u>13.8900/19.7400</u>	40 hrs/week

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 classification, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as

ORDINANCE NO. 9247 (Cont.)

stated above. All employees covered by the IAFF labor agreement shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$484.00 per year, divided into twenty-four (24) pay periods. 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 IAFF or 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.

Non-union employees and employees covered by the FOP labor agreement, the IBEW Utilities, ~~and Finance~~ and Service/Clerical labor agreements may receive an annual stipend not to exceed \$1,000 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 and IBEW – Finance labor agreements 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.

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,

ORDINANCE NO. 9247 (Cont.)

Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement 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 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 Fleet Services Supervisor, Fleet Services Superintendent, and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

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

(A) For all non-union employees the City will include in the second paycheck in January of each year, payment for an employee's unused medical leave in excess of 960 hours accrued in the preceding calendar year. The compensation will be based on 50% of the accumulated hours above 960 at the employee's current pay rate at the time of such compensation.

(B) All employees covered in the IBEW Utilities and IBEW Finance 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  $47\% \times 1039$  hours = 488.33 hours), the rate of compensation to be based on the employee's

ORDINANCE NO. 9247 (Cont.)

salary at the time of retirement or death. Employees covered in the IAFF labor agreement shall have a contribution to a VEBA made on 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 amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Wastewater labor agreement shall be paid 37.5% 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 three hundred ninety-nine hours (calculated at  $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$ ).

Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent (40%) 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 433.60 hours (calculated at  $40\% \times 1084 \text{ hours} = 433.60 \text{ hours}$ .) Employees covered by the IBEW Service/Clerical labor agreement will be compensated for unused medical leave in excess of 960 hours as of September 30, 2009. Employees will be compensated for fifty percent (50%) of the hours over 960 at their current rate of pay in January 2010. Such compensation for unused medical leave in excess of 960 shall not continue after January 2010. Any employee covered by this bargaining unit shall be allowed to maintain a balance of sixteen (16) hours in their compensatory time banks if those hours exist at the date of approval of the labor agreement. All hours in excess of sixteen (16) shall be paid to the employee

ORDINANCE NO. 9247 (Cont.)

at the same time as any retroactive payments are made. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for one-half of their accumulated medical leave at the time of their retirement. The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor agreement shall be paid forty-five (45%) 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 seventy-eight and eighty hundredths hours (calculated at  $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$ ). 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 five hours (calculated at  $37.5\% \times 1,080 \text{ hours} = 405 \text{ hrs.}$ ), 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 five hundred forty hours ( $50\% \times 1,080 \text{ hours} = 540 \text{ hrs.}$ ), based on the employee's salary at the time of their death.

(C) 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.



ORDINANCE NO. 9247 (Cont.)

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

SECTION 10. The City Administrator shall receive a vehicle allowance of Five Hundred Dollars (\$500.00) per month in lieu of mileage allowance, divided into two equal payments of Two Hundred Fifty Dollars (\$250.00).

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

SECTION 12. The salary adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law the first full pay period in ~~October, 2009.~~ February, 2010. Wages for employees covered under the IBEW Service/Clerical labor agreement shall be retroactive to the first full pay period in October, 2009.

SECTION 13. Those portions of Ordinance No. ~~9139-9247~~ and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted:

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item G1**

**Approving Minutes of December 15, 2009 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

December 15, 2009

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 December 15, 2009. Notice of the meeting was given in *The Grand Island Independent* on December 9, 2009.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Councilmember's were present: Meyer, Niemann, Gilbert, Haase, Dugan, Ramsey, Nickerson, Zapata, and Gericke. Councilmember Carney was absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director Mary Lou Brown, City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

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

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Audie Aguilar, Miranda Baxter, Miguel Baeza and Board Member Ed Jarosik. Mayor Hornady requested citizens of Grand Island shovel their sidewalks.

#### PRESENTATIONS AND PROCLAMATIONS:

Recognition of Julie Shaver-Frandsen, Utility Technician for 30 Years of Service with the City of Grand Island: The Mayor and City Council recognized Julie Shaver-Frandsen, Utility Technician with the Utilities Department for 30 years of service with the City of Grand Island. Utilities Director Gary Mader commented on the exceptional service of Ms. Frandsen. Ms. Frandsen was present for the recognition.

Presentation of Operations Plan for State Fair Building. Parks and Recreation Director Steve Paustian and Parks and Recreation Superintendent Todd McCoy presented a PowerPoint outlining the vision for the programming and operation of the 70,000 square foot building to be used by the State Fair two months of the year and the City ten months. This building would be used for soccer, volleyball/basketball, football, softball, and children's playground. Start up costs and expenses were presented. Annual expenses were estimated at \$194,644 and annual revenues were \$189,605. Facility scheduling and staffing needs were presented.

Discussion was held regarding future costs, bidding processes, and Recreational Coordinator position. Showers and locker rooms were discussed. Mr. Paustian stated he didn't feel there was a need for showers and locker rooms. Other new facilities across the state do not offer these amenities. Usage of the facility was discussed including no summer months operations unless there was a need. Mr. Paustian stated Parks and Recreation projects were not money makers, but quality of life issues. Mayor Hornady commented on the importance of the parks within the City of Grand Island.

Project Progress Update on the Veterans Athletic Field Complex. Parks and Recreation Director Steve Paustian and Parks and Recreation Superintendent Todd McCoy updated the Council on efforts to relocate the existing softball/soccer fields at Fonner Park to the new location south of

Eagle Scout Park. Mr. Paustian reported many items associated with the relocation had been completed. Increased parking, new lighting and the relocation of existing lights at Fonner Park would be used in the phase two portion of the development of the new ball fields. Reviewed was the budget summary for the Veterans Athletic Field Complex.

#### PUBLIC HEARINGS:

Public Hearing on Request from Club 69, Inc. dba Club 69, 106 East 3<sup>rd</sup> Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Club 69, Inc. dba Club 69, 106 East 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on November 9, 2009; notice to the general public of date, time, and place of hearing published on December 5, 2009; notice to the applicant of date, time, and place of hearing mailed on November 9, 2009; along with Chapter 4 of the City Code. Staff recommendation denial based on the following: 1). False application – Nebraska Liquor Control Act (Part II Chapter 2, Section 010.01); 2) Not of good character and reputation in the community – Nebraska Liquor Control Rules and regulations Section 53-125 (2) based on the following: a.) the owner, Mr. Kallos, has not demonstrated that he is fit, willing and able to properly provide the service proposed within the City; b.)The owner, Mr. Kallos has not demonstrated the type of management and control in owning the licensed premise to be sufficient to insure that the licensed business conforms to the provisions and requirements of the license; c.) There are multiple on sale liquor establishments in Grand Island of which none demand the level of law enforcement resources because of high calls for service and crimes generated from the liquor license; d.) The Grand Island Police Department frequently lacks adequate resources to police Club 69 and respond to the calls for service and crimes generated by the liquor license; and e.) The Club 69 liquor license is not consistent with the public interest.

The following people spoke in support of granting Club 69 a Liquor License:

- John McDermott, Attorney for Nick Kallos, 1016 West Division Street
- Nick Kallos, 106 East 3<sup>rd</sup> Street
- Paul Jamson, 619 South Arthur Street
- Courtney Storjohn, 714 North Taft Avenue
- Frank Stahlnecker, 3423 West Kelly Street
- Chris Schleicher, 706 North Taft Avenue
- Melodee Chase, 520 O'Neill Circle
- Richard Rezac, 1512 East Stolley Park Road

The following people spoke in opposition of granting Club 69 a Liquor License:

- Audie Aguilar, 1139 South Lincoln Avenue
- Becky Burks, 1324 West Anna Street

No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1108 Allen Drive (Nebraska Investment Association, LLC). Gary Mader, Utilities Director reported that a utility easement was needed at 1108 Allen Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground primary electric cable and a pad-mounted transformer to serve the new Verizon

Wireless office being constructed on the site. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement at Fonner Park (Hall County Livestock Improvement Association). Gary Mader, Utilities Director reported that a utility easement was needed at Fonner Park in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place high voltage electric cable, conduits and pad-mounted transformers to provide electrical service to three of the new State Fair buildings. Staff recommended approval. No public testimony was heard.

Public Hearing on Easement Acquisitions for the Electric Transmission Line Project – St. Libory Loop. Gary Mader, Utilities Director reported that state law requires the City to hold a public hearing in order to acquire easement for the power line construction. The Public Hearing was required to be held 30 days prior to the beginning of easement acquisition negotiations with landowners. Barry Smith representing Advantage Engineering presented a PowerPoint explaining the process and route of the transmission line. No action was required by council.

The following people spoke in opposition:

- Bill Leiser, 4425 Engleman Road
- Lloyd Mader, 3951 North Webb Road
- Bob Mettenbrink, 5900 N. North Road
- Max Mader, 3850 North Webb Road
- Jeff Koch, 5300 N. North Road

No further public testimony was heard.

Gary Mader commented on the process of negotiations with land owners and severance pay for any property that was damaged.

Public Hearing on Redevelopment Plan for Property Located at 703 South Lincoln Avenue. Chad Nabity, Regional Planning Director reported that developer John Schulte Construction had submitted a proposed amendment to the redevelopment plan that would provide the construction of a 4-unit apartment building located at 703 South Lincoln Avenue. Staff recommended approval. John Schulte, 3422 S. 110 Road, Wood River was present to answer questions. No further public testimony was heard.

Public Hearing on Amending the Commercial Development Zone for Land Located at 2210 North Webb Road. Chad Nabity, Regional Planning Director reported that Ed Wiltgen, owner had requested an amendment to the development plan for Grand Island Mall and property located at 2210 North Webb Road. The request was to allow access from Webb Road. Staff recommended approval. James Wiltgen, 530 East 47<sup>th</sup> Street, Kearney and Kelly Rafferty, 717 West Anna Street spoke in support. No public testimony was heard.

City Council recessed at 9:15 p.m. and reconvened at 9:25 p.m.

ORDINANCES:

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

#9245 – Consideration of Amending the Commercial Development Zone for Land Located at 2210 North Webb Road

#9246 – Consideration of Adopting Chapter 40 to the Grand Island City Code for an Illicit Discharge and Storm Water Management Ordinance

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

Ordinance #9245 related to the aforementioned Public Hearing.

Motion by Meyer, second by Haase to approve Ordinance #9245.

Discussion was held regarding set backs and traffic flow off Webb Road.

City Clerk: Ordinance #9245 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember’s Meyer, Niemann, Haase, Ramsey, Zapata, and Gericke voted aye. Councilmember’s Gilbert, Dugan, and Nickerson voted no. Motion adopted.

City Clerk: Ordinance #9245 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember’s Meyer, Niemann, Haase, Ramsey, Zapata, and Gericke voted aye. Councilmember’s Gilbert, Dugan, and Nickerson voted no. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9245 is declared to be lawfully adopted upon publication as required by law.

Steve Riehle, Public Works Director reported that Ordinance #9246 would create a new chapter to the Grand Island City Code. An illicit discharge ordinance was a requirement of the National Pollutant Discharge Elimination System (NPDES) permit for small Municipal Separate Storm Sewer Systems (SMS4). This ordinance would empower the city to track, identify and eliminate illicit discharges to the storm drainage system. Mr. Riehle gave a PowerPoint presentation explaining the scope of Chapter 40 of the Grand Island City Code. Staff recommended approval. Scott Sekutera, Storm Water Technician explained the discharge prohibitions.

Motion by Haase, second by Dugan to approve Ordinance #9246.

Assistant City Attorney Wes Nespor explained the fine structure for violations. These fines would go to the school district.

City Clerk: Ordinance #9246 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9246 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9246 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-10, was removed for further discussion. Motion by Zapata, second by Nickerson to approve the Consent Agenda excluding item G-10. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 1, 2009 City Council Regular Meeting.

Approving the Following Councilmember Appointments to Boards and Commissions:

Building Code Advisory Board:	Bob Meyer
Business Improvement District #4:	Kirk Ramsey
Business Improvement District #6:	Bob Niemann
Business Improvement District #7:	Scott Dugan
Business Improvement District #8:	Jose Zapata
Central District Health board (Term of 3 years)	Chuck Haase
City/County Communications/Civil Defense Committee:	John Gericke & Bob Meyer
Community Development Advisory Board:	Peg Gilbert
Community Redevelopment Authority:	Mitch Nickerson
GI Area Economic Development Corp.	Scott Dugan
Humane Society:	Larry Carney
Law Enforcement Co-Location:	Bob Niemann
Library Board:	Peg Gilbert
Multi-Cultural Coalition:	Larry Carney
Problem Resolution Team:	John Gericke
Regional Planning Commission:	Mitch Nickerson
Systems Information Advisory Committee (City/County)	Jose Zapata
Transportation Committee:	Bob Meyer

Approving Appointment of Dave Schaffer to the Business Improvement District #6 Board.

Approving Appointments of Denise Kozel, Mike Rivera, Brady Blauhorn, Terry Klanecky, Craig Lewis, and Den Mathis to the Electrical Board.

Approving Appointments of Russ Shaw, Loran Peterson, Scott Hilligas, Mike McElroy, Mike Myers, Todd Bredthauer, and Tom O'Neill to the Mechanical Examining Board.

Approving Appointments of Verne Penas, Jennifer Herman, Mike Bailey, David Scoggins, and Rick Eberl to the Plumbers Examining Board.

#2009-311 – Approving Bid Award for (1) Used Ambulance with Penn Care, Inc. of Niles, Ohio in an amount of \$25,542.00.

#2009-312 – Approving Final Plat and Subdivision Agreement for 281 Retail Second Subdivision. It was noted that Sam's Real Estate Business Trust, owners had submitted the Final Plat and Subdivision Agreement for 281 Retail Second Subdivision for the purpose of creating 2 lots on a tract of land comprising a re-plat of Lot 1, 281 Retail Subdivision comprising of approximately 21.944 acres.

#2009-313 – Approving Final Plat and Subdivision Agreement for Setlik Subdivision. It was noted that Dorothy M. Setlik, owner had submitted the Final Plat and Subdivision Agreement for Setlik Subdivision for the purpose of creating 2 lots on a tract of land comprising all of Lots One (1), Two (2) and Three (3), Block Eighty Eight (88), Wheeler and Bennett's Fourth Addition to the City of Grand Island comprising of approximately .479 acres.

#2009-315 – Approving Acquisition of Utility Easement Located on the Southwest Corner of 1108 Allen Drive (Nebraska Investment Association, LLC).

#2009-316 – Approving Acquisition of Utility Easement Located at Fonner Park (Hall County Livestock Improvement Association).

#2009-317 – Approving Bid Award for On-Site Technical Advisor for GT3 Combustion Inspection for Burdick Station with GE Energy of Omaha, Nebraska in an Amount of \$42,602.05.

#2009-318 – Approving Neighborhood Stabilization Program Housing Developer Agreements.

#2009-319 – Approving Nebraska Children and Families Foundation Contract for Coalition for Children Development Grant.

#2009-320 – Approving Bid Award for Section C – Paving Improvements for Veterans Athletic Field Complex with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$57,226.75.

#2009-321 – Approving Certificate of Final Completion for Engineering Services for Phase 1 Design of Veterans Athletic Field Complex with Olsson Associates of Grand Island, Nebraska.

#2009-322 – Approving Reimbursement Agreement with AT & T of Atlanta, Georgia for Lowering Fiber Optics Cable at the Veterans Athletic Field Complex for an Estimated Cost of \$28,255.00.

#2009-323 – Approving Change Order Number 1 for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$5,500.00 and a Revised Contract Amount of \$100,706.60.

#2009-324 – Approving Certificate of Final Complete for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street with The Diamond Engineering Company of Grand Island, Nebraska.



#2009-325 – Approving Bid Award for One (1) Telehandler for the Wastewater Division of the Public Works Department with NCS Equipment of Grand Island, Nebraska in an Amount of \$65,200.00.

#2009-314 – Approving Redevelopment Plan for Property Located at 703 South Lincoln Avenue. Discussion was held regarding TIF projects and TIF financing, Regional Planning Director Chad Nabity commented on the need four housing within the City of Grand Island. This plan would create 3 units.

Motion by Ramsey, second by Zapata to approve Resolution #2009-314. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2009-326 – Consideration of Request from Club 69, Inc. dba Club 69, 106 East 3<sup>rd</sup> Street for a Class “C” Liquor License and Manager Designation for Nickie Kallos, 1704 East 7<sup>th</sup> Street. It was noted this related to the aforementioned Public hearing. Discussion was held concerning the number of calls to the business, employees working at the business, and type of customers. Police Chief Steve Lamken explained the number of problems over the last three years.

Motion by Nickerson, second by Niemann to approve Resolution #2009-326. Upon roll call vote, Councilmember’s Haase, and Nickerson voted aye. Councilmember’s Meyer, Niemann, Gilbert, Dugan, Ramsey, Zapata, and Gericke voted no. Motion failed.

Motion by Gilbert, second by Niemann to deny Resolution #2009-326 the request from Club 69, Inc. dba Club 69, 106 East 3<sup>rd</sup> Street for a Class “C” Liquor License for the following reasons:

- The owner, Mr. Kallos has not demonstrated the type of management and control in owning the licensed premise to be sufficient to insure that the licensed business conforms to the provisions and requirements of the license.
- There are multiple on sale liquor establishments in Grand Island of which none demand the level of law enforcement services that Club 69 requires. Club 69 requires the use of additional law enforcement resources because of high calls for service and crimes generated from the liquor license.
- The Club 69 liquor license is not consistent with the public interest.

Upon roll call vote, Councilmember’s Meyer, Niemann, Gilbert, Haase, Dugan, Ramsey, Zapata, and Gericke voted aye. Councilmember Nickerson voted no. Motion adopted.

#2009-327 – Consideration of Economic Development Incentive Agreement with Structured Solutions, Inc. City Administrator Jeff Pederson reported that Structured Solutions, Inc. had submitted an application for LB840 funding to develop a highly technical computer database business and the creation of 200 new full time jobs. Requested was \$600,000.

Discussion was held regarding funding. Marlan Ferguson, EDC President explained that EDC would monitor the number of employees to make sure the requirements for the business are met.

Motion by Meyer, second by Gilbert to approve Resolution #2009-327. Upon roll call vote, all vote aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Ramsey to approve the Claims for the period of December 2, 2009 through December 15, 2009, for a total amount of \$4,320,758.85. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the period of November 25, 2009 through December 15, 2009 for the Veterans Athletic Field Complex for a total amount of \$62,698.06. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the period of November 25, 2009 through December 15, 2009 for the State Fair Recreation Building for a total amount of \$1,255,500.00. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Niemann to adjourn to Executive Session at 10:30 p.m. for the purpose of an update concerning IBEW Union Negotiations. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Meyer, second by Zapata to return to Regular Session at 11:25 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 11:25 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item G2**

**Approving Minutes of December 29, 2009 City Council Special Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 29, 2009

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 December 29, 2009. Notice of the meeting was given in *The Grand Island Independent* on December 23, 2009.

Council President Gilbert called the meeting to order at 5:30 p.m. The following City Councilmember's were present: Meyer, Niemann, Gilbert, Haase, Carney Dugan, Zapata, and Gericke. Mayor Hornady and Councilmember's Ramsey and Nickerson were absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director Mary Lou Brown, City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

INVOCATION was given by President Gilbert followed by the PLEDGE OF ALLEGIANCE.

COMMUNICATION: Council President Gilbert thanked the Public Works Department and Emergency personnel for the extra work provided during the snow storm.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Zapata to approve the Claims for the period of December 16, 2009 through December 29, 2009, for a total amount of \$4,683,884.44.

Councilmember Haase commented on two claims that had a negative cash balance. Discussion was held regarding budgeted appropriations and cash balances in several funds. Budget amendments, state statutes, and City policies were discussed. Council requested this topic be brought back to council for further discussion.

Motion by Gericke second by Carney to call the question. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote to approve the claims, all voted aye. Motion adopted. Councilmember Haase voted no on claims for the Community Development in the amount of \$14.51 and Golf Course claims in the amount of \$4,214.58.

ADJOURNMENT: The meeting was adjourned at 5:50 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G3

**#2010-1 - Approving Acquisition of Utility Easement Located at  
425 N. Diers Avenue (TK Babel Properties, LLC)**

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

Staff Contact: Gary R. Mader

## RESOLUTION 2010-1

WHEREAS, a public utility easement is required by the City of Grand Island, from TK Babel Properties, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on January 12, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of Lot Two (2) Richmond Third Subdivision, Grand Island, Hall County, Nebraska; thence northerly along the easterly line of said Lot (2), a distance of one hundred sixty seven (167.0) feet to the ACTUAL Point of Beginning; thence continuing northerly along the easterly line of said Lot Two (2), a distance of twenty (20.0) feet; thence westerly, perpendicular to the easterly line of said Lot Two (2), a distance of thirty (30.0) feet; thence southerly, parallel with the easterly line of said Lot Two (2), a distance of twenty (20.0) feet; thence easterly, perpendicular to the easterly line of said Lot Two (2), a distance of thirty (30.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 600 square feet, more or less, as shown on the plat dated 12/17/2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from TK Babel Properties, LLC, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

---

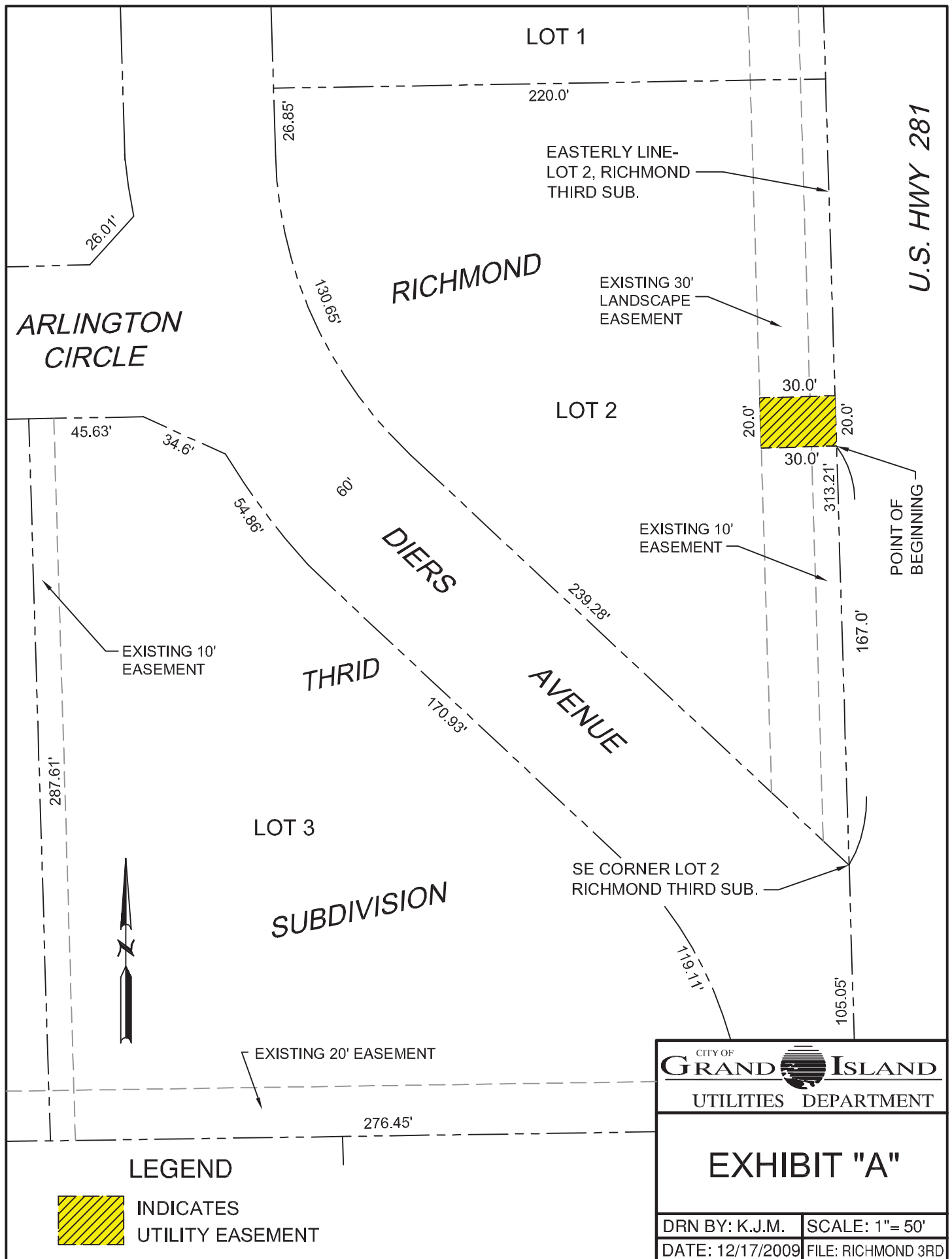
Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2010	☐ City Attorney





# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G4

**#2010-2 - Approving Acquisition of Utility Easement Located at  
4160 Old Potash Highway (Hall County School District #2)**

*This item relates to the aforementioned Public Hearing Item E-5.*

Staff Contact: Gary Mader



## RESOLUTION 2010-2

WHEREAS, a public utility easement is required by the City of Grand Island, from Hall County School District No. 2, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on January 12, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

### TRACT 1

Beginning at the northwest corner of Lot Two (2) Dale Roush Second Subdivision in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing N88°35'34"E along the northerly line of said Lot Two (2), a distance of two hundred forty four and four hundredths (244.04) feet; thence N43°39'40"E, a distance of sixty two and seventy six hundredths (62.76) feet; thence N89°01'48"E, a distance of two hundred twenty eight and one hundredths (228.01) feet; thence S34°20'03"W, a distance of two hundred two and fifty hundredths (202.50) feet; thence S00°56'43"E along the westerly line of an existing twenty (20.0) foot wide easement described in Document 200209383 recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of one hundred fifty five and fifty two hundredths (155.52) feet; thence S89°11'22"W along the northerly right-of-way line of Old Potash Highway, a distance of ten (10.0) feet; thence N00°56'43"W, a distance of one hundred seventy five and ninety nine hundredths (175.99) feet; thence N34°20'03"E, a distance of one hundred fifty two and eighty eight hundredths (152.88) feet; thence S89°01'48"W, a distance of one hundred eighty and ninety eight hundredths (180.98) feet; thence S43°39'40"W, a distance of sixty two and sixty seven hundredths (62.67) feet; thence S88°35'34"W, a distance of two hundred fifty two and two hundredths (252.02) feet to a point on the westerly line of said Lot Two (2); thence N02°13'43"W along the westerly line of said Lot Two (2), a distance of twenty (20.0) feet to the said Point of Beginning.

### TRACT 2

Commencing at the southwest corner of the South Half of the Southeast Quarter (S1/2, SE1/4) of Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Grand Island, Hall County, Nebraska; thence easterly along the southerly line of said South Half of the Southeast Quarter (S1/2, SE1/4), Section Fourteen (14), a distance of two hundred twenty one (221.0) feet; thence northerly and parallel with the westerly line of said South Half of the Southeast Quarter (S1/2, SE1/4), Section Fourteen (14), a distance of two hundred thirty four and five tenths (234.5) feet to a point on the northerly line of a twenty (20.0) foot wide easement described in Document 200209383 recorded in the Register of Deeds Office, Hall

Approved as to Form	by _____
January 7, 2010	City Attorney

County, Nebraska, being the ACTUAL Point of Beginning; thence on an assumed bearing of N00°56'43"W, a distance of one hundred twenty nine and sixty two hundredths (129.62) feet; thence N44°21'28"E, a distance of ninety four and seventeen hundredths (94.17) feet; thence S45°38'32"E, a distance of twenty (20.0) feet; thence S44°21'28"W, a distance of eighty five and eighty three hundredths (85.83) feet; thence S00°56'43"E, a distance of one hundred twenty one and twenty eight hundredths (121.28) feet to a point on the northerly line of said twenty (20.0) foot wide easement described in Document 200209383; thence S89°03'17"W along the northerly line of a said twenty (20.0) foot wide easement described in Document 200209383, a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement tracts and right-of-way containing a combined total of 0.455 acres, more or less, as shown on the plat dated 12/22/2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire public utility easements from Hall County School District No. 2, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk







# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G5

**#2010-3 - Approving Certificate of Final Completion for Water Main Project 2008-W-8 - First Street from Pine Street to Plum Street**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director

**Meeting:** January 12, 2010

**Subject:** Certificate of Final Completion for Water Main Project  
2008-W-8, First Street from Pine Street to Plum Street

**Item #'s:** G-5

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

## **Background**

Water Main Project 2008-W-8 involved replacement of a 100 year old water main. The project provided for furnishing materials, the trenchless installation of a new 8" diameter ductile-iron water main, new water service connections to the residences connected to the old water line, and the abandonment of the existing 4" main. The work area is located in the central business district of the City of Grand Island along 1<sup>st</sup> Street, from Pine Street to Plum Street.

Since this project was located within the area designated for community revitalization funds, it was submitted for consideration to the Nebraska Department of Economic Development. Their evaluation deemed the project qualified to be partially funded by a Community Development Grant (CDBG).

## **Discussion**

General Excavating of Lincoln, Nebraska was awarded the contract. The contract involved the trenchless installation of an 8" ductile-iron water main, the abandonment of an existing 4" main, water service connections, and related appurtenances connected therewith.

All construction, testing, and sampling have been completed in accordance with the specifications. The water main has been placed in service. The Certificate of Final Completion is attached.

## **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 accept the Certificate of Final Completion for Water Main Project 2008-W-8.

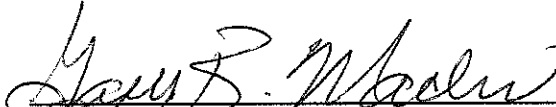
## **Sample Motion**

Move to approve the Certificate of Final Completion for Water Main Project 2008-W-8.

*Working Together for a  
Better Tomorrow, Today.*

**DATE:** December 10, 2009  
**TO:** Mayor and Council Members  
**FROM:** Gary R. Mader, Utilities Director  
**SUBJECT:** Water Main Project 2008-W-8  
First Street, from Pine Street to Plum Street.

This memo is to certify that Water Main Project 2008-W-8 along First Street, from Pine Street to Plum Street, has been fully completed. All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main project has been placed in service.

  
\_\_\_\_\_  
Gary R. Mader, Utilities Director



ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN PROJECT 2008-W-8

December 10, 2009

Water Main Project 2008-W-8 is located in the central business district of the City of Grand Island along First Street, from Pine Street to Plum Street. The project involved replacement of a 100 year-old water main. The work on this main, as certified to be fully completed by Gary R. Mader, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Steve Riehle". The signature is fluid and cursive, with the first letter of the first name being a large capital 'S'.

Steve Riehle,  
Public Works Director

---

WATER MAIN PROJECT 2008-W-8

December 10, 2009

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2008-W-8 be approved.

Respectfully submitted,

Margaret Hornady  
Mayor

RESOLUTION 2010-3

WHEREAS, the City Engineer and the Utilities Director of the City of Grand Island have issued a Certificate of Final Completion for Water Main Project 2008-W-8 in First Street from Pine Street to Plum Street in the City of Grand Island, Nebraska, certifying that General Excavating of Lincoln, Nebraska, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

WHEREAS, the Mayor concurs with such recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2008-W-8 is hereby confirmed and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G6

**#2010-4 - Approving Change Order for Cooling Tower Overhaul  
at Platte Generating Station**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

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

**Meeting:** January 12, 2010

**Subject:** PGS Cooling Tower Rebuild Fall 2009  
Change Order #1

**Item #'s:** G-6

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

## **Background**

The Platte Generating Station utilizes a cooling tower as part of the plant's cooling water system. The cooling tower is constructed of wood and fiberglass specially treated for constant exposure to water and the outdoor elements. It has been in nearly continuous service since 1982.

The tower is periodically inspected by third party consultants, who provide evaluation of structural condition, and if problems are found, make recommendations for corrective actions. Cooling tower repair is performed by contractors specializing in furnishing and installing cooling tower components. This project is the third and final phase of repairs as determined by the 2007 inspection. The work for this year included replacement of the tower internal structural components, fill and drift eliminators. Previous phases have included replacement of the tower's decking, external structural components, and louvers. The contract for the work was awarded to International Cooling Tower, Inc. of Edmonton, Canada, at the April 28, 2009 City Council meeting in the amount of \$1,140,000.00.

## **Discussion**

During the rebuild of the cooling tower, a more thorough inspection of the structure was possible when the fill material was removed. The inspection showed that structural components, not included for replacement in the original specifications, needed to be replaced. Pictures of the deteriorated structural members are attached.

350 vertical columns supporting the water deck were specified to be replaced, from 12” below the water deck to the bottom of the tower, but deterioration was found to extend such that the entire length of the columns needed to be replaced.

Diagonal braces at the water deck provide horizontal structural stability and are also attached to the distribution header thrust blocks. The thrust blocks restrain the movement of the 36” diameter water distribution headers that are flowing approximately 56,000 gallons per minute. The diagonals and thrust blocks were also found deteriorated beyond safe structural integrity. The structural members are of 4x4 or 8x8 size, depending upon location within the cooling tower. In all, approximately 2,200 linear feet of additional materials were required to be installed to complete the cooling tower rebuild.

The additions to the contract total \$111,129.00 for a final contract cost of \$1,251,129.00.

### **Alternatives**

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

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

### **Recommendation**

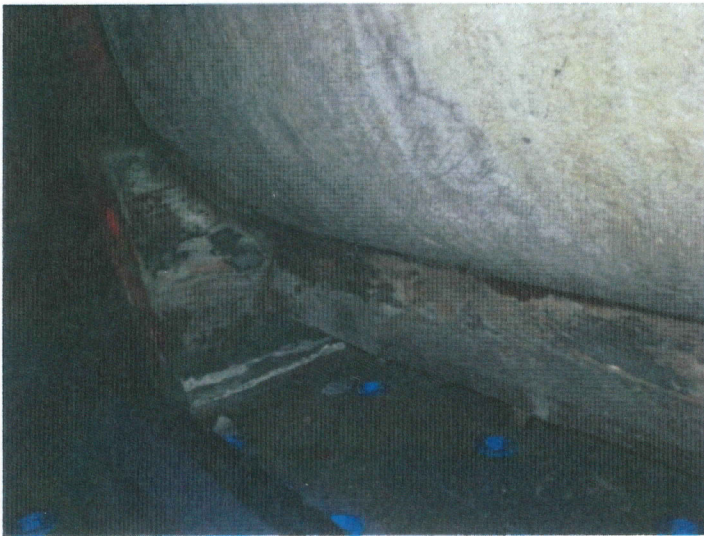
City Administration recommends approval of Change Order #1 to the PGS Cooling Tower Rebuild Fall 2009 contract at the Platte Generating Station in the amount of \$111,129.00 for a final contract cost of \$1,251,129.00.

### **Sample Motion**

Move to approve contract Change Order #1 to the PGS Cooling Tower Rebuild Fall 2009 contract with International Cooling Tower, in the amount of \$111,129.00 for a final contract amount of \$1,251,129.00.



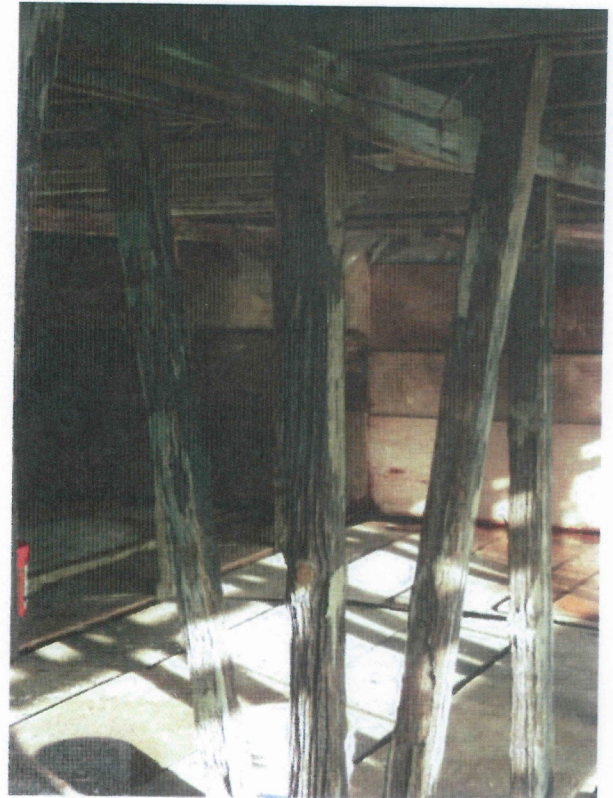
**Figure 1 Pipe Saddle**



**Figure 2 Thrust Block**



**Figure 3 Distribution Pipe support column**



**Figure 4**



**TO:** International Cooling Tower USA Inc.  
7320 N La Cholla #154 Box 316  
P.O. Box 534434  
Atlanta, GA 30353-4434

**PROJECT:** Contract for "PGS Cooling Tower Rebuild Fall 2009"

You are hereby directed to make the following change in your contract:

- 1 Additional payment per the attached spreadsheet.

ADDITION \$111,129.00

<b>The original Contract Sum</b>	<u>\$ 1,140,000.00</u>
<b>Previous Change Order Amounts</b>	<u>\$ -</u>
<b>The Contract Sum is increased by this Change Order</b>	<u>\$ 111,129.00</u>
<b>The Contract Sum is decreased by this Change Order</b>	<u>\$</u>
<b>The total modified Contract Sum to date</b>	<u>\$ 1,251,129.00</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

**APPROVED: CITY OF GRAND ISLAND**

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

Date \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form, City Attorney

**ACCEPTED: INTERNATIONAL COOLING TOWER USA INC.**

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

Date \_\_\_\_\_

RESOLUTION 2010-4

WHEREAS, International Cooling Tower, Inc., of Edmonton, Canada was awarded a contract for PGS Cooling Tower Rebuild – Fall, 2009, such bid being in the amount of \$1,140,000.00; and

WHEREAS, during the rebuild of the cooling tower, a more thorough inspection of the structure showed structural components, not included for replacement in the original specifications, needed to be replaced; and

WHEREAS, further inspection revealed that approximately 2,200 linear feet of additional materials were required to be installed to complete the cooling tower rebuild; and

WHEREAS, the additional materials and labor were not included in the original contract award and the contractor provided a price quote for the additional work of \$111,129.00; and

WHEREAS, the net cost of the changes to the original contract is an additional \$111,129.00 for a final contract amount of \$1,251,129.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with International Cooling Tower, Inc., of Edmonton, Canada, resulting in an addition of \$111,129.00 to the original contract amount of \$1,140,000.00 for a final contract amount of \$1,251,129.00 for PGS Cooling Tower Rebuild – Fall, 2009, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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

Approved as to Form	☐ _____
January 8, 2010	☐ City Attorney





# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G7

**#2010-5 - Approving Change Order for Rogers Reservoir**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

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

**Meeting:** January 12, 2010

**Subject:** Rogers Reservoir - Change Order #1

**Item #'s:** G-7

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

## **Background**

As part of the City's water system master plan developed in 2001, improvements to increase pumping capacity and water storage at the Roger's Pumping Station were recommended. The Rogers Pumping Station is located on the west side of the City at Old Potash Highway and North Road. Increasing the storage of the Pumping Station adds a second three million gallon above-ground water storage reservoir to support City growth in that area. Because of the high capital cost of this major system expansion, reservoir construction was budgeted over two years, with construction of the tank foundations and underground piping during 2008 and construction of the reservoir in 2009. The contract for the new reservoir was awarded to Natgun Corporation at the July 22, 2008 City Council meeting in the amount of \$1,772,300.00. The project is complete and the new reservoir was placed in service on December 19, 2009.

## **Discussion**

During the construction, it was discovered that the elevation of the existing 36" outlet header line was located 3.1 feet higher than what was shown on the as-built plans. That underground line was installed 30 years ago as part of the construction of the first reservoir on that site, in 1979. To correct this, an additional 22.5 degree elbow and thrust block were required, along with additional time by the piping sub-contractor to install the elbow and align the existing pipe with the new pipe, and install the thrust block.

The total changes to the contract are for \$26,201.00 for a final contract cost of \$1,798,501.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends approval of Change Order #1 to the Rogers Reservoir contract with the Natgun Corporation in the amount of a \$26,201.00 for a final contract cost of \$1,798,501.00.

## **Sample Motion**

Move to approve contract Change Order #1 to the Rogers Reservoir contract with Natgun Corporation, for an addition of \$26,201.00 to the contract amount, for a final contract amount of \$1,798, 501.00.



**TO:** Natgun  
Corporation  
11 Teal Road  
Wakefield, MA 01880

**PROJECT:** Contract for Rogers Reservoir

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADDITION \$26,201.00

<b>The original Contract Sum</b>	\$ 1,772,300.00
<b>Previous Change Order Amounts</b>	\$ -
<b>The Contract Sum is increased by this Change Order</b>	\$ 26,201.00
<b>The Contract Sum is decreased by this Change Order</b>	\$ _____
<b>The total modified Contract Sum to date</b>	\$ 1,798,501.00

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

**APPROVED: CITY OF GRAND ISLAND**

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

Attest: \_\_\_\_\_  
Approved as to Form, City Attorney

**ACCEPTED: NATGUN CORPORATION**

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

RESOLUTION 2010-5

WHEREAS, Natgun Corporation of Wakefield, MA was awarded a contract for Rogers Reservoir Tank Improvements Water Project, such bid being in the amount of \$1,772,300.00; and

WHEREAS, during construction, it was discovered that the elevation of the existing 36" outlet header line was located 3.1 feet higher than what was shown on the as-built plans from 1979; and

WHEREAS, an additional 22.5 degree elbow and thrust block were required, along with additional time by the piping sub-contractor to install the elbow and align the existing pipe with the new pipe, and install the thrust block; and

WHEREAS, the additional elbow installation and alignment of the existing pipe with the new pipe was not included in the original contract award and the contractor provided a price quote for the additional work of \$26,201.00; and

WHEREAS, the net cost of the changes to the original contract is \$26,201.00 for a final contract amount of \$1,798,501.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with the Natgun Corporation of Wakefield, MA resulting in an addition of \$26,201.00 to the original contract amount of \$1,772,300.00 for a final contract amount of \$1,798,501.00 for Rogers Reservoir Tank Improvements Water Project is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2010	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item G8**

**#2010-6 - Approving Bid Award - Electrical Circuit Breakers for  
Substation J (Wildwood and Blaine Streets)**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

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

**Meeting:** January 12, 2010

**Subject:** Electrical Circuit Breakers, Contract #10-PCC-01

**Item #'s:** G-8

**Presenter(s):** Gary Mader, Utilities Director

## **Background**

In 2006, Advantage Engineering (AE) was contracted to perform a Transmission and Substation System Study for the City of Grand Island Utilities Department (GIUD). Various alternatives and solutions were analyzed for the logical and economic expansion of the GIUD's 115 kV transmission loop, power interconnections with Nebraska Public Power District (NPPD), substations, distribution, and communications. The system study period was ten (10) years (2006-2016) taking into account projected City expansion and load growth. When fully implemented, the major substation and transmission requirements should be satisfied through 2027.

The Transmission and Substation System Study was completed in 2007 and contained a detailed analysis of previous studies and reports; surrounding area power provider plans; state wide planned improvements; contractual obligations; the City's comprehensive development plans; system capabilities and capacities; land use issues; and schedule related items. The study resulted in recommendations to expand the GIUD's transmission system to serve load growth and assure reliability. The results of the Transmission and Substation System Study were presented to the Grand Island City Council on January 8, 2008.

One of the system improvements identified in the Transmission and Substation System Study was the need for an additional Substation to be located in the southern portion of the City near the Industrial Park. The actual location is at the northwest corner of the Platte Generating Station site, at the intersection of South Blaine Street and Wildwood Drive. One of the first steps is the purchase of the required circuit breakers. This will determine detailed foundation design information needed in the construction specifications. Three classes of circuit breakers are required for this substation including

two (2) 121 kV breakers, two (2) 15.5 kV Bus breakers and five (5) 15.5 kV distribution breakers.

## **Discussion**

The Electrical Circuit Breaker specifications were advertised in accordance with City procurement requirements. Specifications were sent to seven regional distributors. Bids were publicly opened at 11:00 am on December 29, 2009. Listed below is a tabulation of the bids received:

### **Bids Received for two (2) 121 kV Circuit Breakers**

<b><u>Bidder</u></b>	<b><u>Exceptions</u></b>	<b><u>Bid Price</u></b>
HVB AE Power Systems, Inc.	No	\$108,070.00
Siemens c/o Energy Solutions	Noted	\$112,778.00
Areva T & D, Inc.	Noted	\$114,597.00
Mitsubishi Electric Power Products, Inc.	No	\$139,207.00

### **Bids Received for two (2) 15.5 kV Bus Circuit Breakers**

<b><u>Bidder</u></b>	<b><u>Exceptions</u></b>	<b><u>Bid Price</u></b>
Areva T & D, Inc.	Noted	\$80,357.00
Siemens c/o Energy Solutions	Noted	\$82,390.00
Mitsubishi Electric Power Products, Inc.	No	\$90,926.46

### **Bids Received for five (5) 15.5 kV Distribution Circuit Breakers**

<b><u>Bidder</u></b>	<b><u>Exceptions</u></b>	<b><u>Bid Price</u></b>
Siemens c/o Energy Solutions	Noted	\$74,241.95
Areva T & D, Inc.	Noted	\$88,275.00
Mitsubishi Electric Power Products, Inc.	No	\$113,045.50

All prices have been adjusted to include sales tax.

The specifications included provisions allowing award of each breaker type separately to the lowest bidder for each type. All bids were evaluated by city personnel.

The lowest bid submitted for two (2) 121 kV Circuit Breakers by HVB AE Power Systems, Inc. meets all specifications. References contacted indicated a positive experience.

The lowest bid submitted for two (2) 15.5 kV Bus Circuit Breakers by Areva T & D, Inc. included noted exceptions that were primarily clarifications with no impact on the



acceptability of the product. Grand Island Utilities has prior satisfactory experience with Areva T & D, Inc. and therefore, no references were contacted.

The lowest bid submitted for five (5) 15.5 kV Distribution Circuit Breakers by Siemens c/o Energy Solutions included noted exceptions that were primarily clarifications with no impact on the acceptability of the product. Grand Island Utilities has prior satisfactory experience with Siemens and therefore, no references were contacted.

The low bid for each of the circuit breaker types is evaluated as compliant with the specifications.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of two (2) 121 kV circuit breakers from HVB AE Power Systems, Inc. for \$108,070, two (2) 15.5 kV bus circuit breakers from Areva T & D, Inc. for \$80,357 and five (5) 15.5 kV distribution circuit breakers from Siemens c/o Energy Solutions for \$74,241.95, for a total of \$262,668.95.

### **Sample Motion**

Move to approve award of Electrical Circuit Breakers Contract #10-PCC-09 to the low evaluated bidder for each type of circuit breaker: two (2) 121 kV circuit breakers to HVB AE Power Systems, Inc. in the amount of \$108,070; two (2) 15.5 kV bus circuit breakers to Areva T & D, Inc. in the amount of \$80,357; and five (5) 15.5 kV distribution circuit breakers to Siemens c/o Energy Solutions in the amount of \$74,241.95.

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 29, 2009 at 11:00 a.m.

**FOR:** Electrical Circuit Breakers, Contract #10-PCC-01

**DEPARTMENT:** Utilities

**ESTIMATE:** \$255,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** December 8, 2009

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<u>Areva T &amp; D, Inc.</u> Charleroi, PA	<u>Areva T &amp; D, Inc.</u> Houston, TX
<b>Bid Security:</b>	Liberty Mutual Ins. Co.	Liberty Mutual Ins. Co.
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>		
(2) 121KV:	\$107,100.00	No Bid
(2) 15.5KV:	\$ 75,100.00	No Bid
(5) 15.5KV:	No Bid	\$82,500.00
<b>Bidder:</b>	<u>Mitsubishi Electric Power Products, Inc.</u> Warrendale, PA	<u>HVB AE Power Systems, Inc.</u> Suwanee, GA
<b>Bid Security:</b>	Fidelity and Deposit Co.	\$5,050.00
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
(2) 121KV:	\$130,100.00	\$101,000.00
(2) 15.5KV:	\$ 84,978.00	No Bid
(5) 15.5KV:	\$105,650.00	No Bid

**Bidder:** Siemens c/o Energy Solutions  
**Bid Security:** Omaha, NE  
**Exceptions:** Federal Insurance Co.  
Noted

**Bid Price:**  
**(2) 121KV:** \$105,400.00  
**(2) 15.5KV:** \$ 77,000.00  
**(5) 15.5KV:** \$ 69,385.00

cc: Gary Mader, Utilities Director  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator  
Travis Burdett, Assist. Utilities Director

Bob Smith, Assist. Utilities Director  
Wes Nespor, Purchasing Agent  
Pat Gericke, Utilities Admin. Assist.

**P1388**

## RESOLUTION 2010-6

WHEREAS, in 2006, Advantage Engineering was contracted to perform a Transmission and Substation System Study for the City of Grand Island Utilities Department (GIUD); and

WHEREAS, the system study recommended the expansion of GIUD's transmission system to serve load growth and assure reliability; and

WHEREAS, one of the system improvements identified in the Transmission and Substation System Study was the need for an additional Substation to be located in the southern portion of the City near the Industrial Park; and

WHEREAS, one of the first steps to determine detailed foundation design information needed in construction specification is the purchase of the required circuit breakers; and

WHEREAS; three classes of circuit breakers are required for this substation including two (2) 121 kV breakers, two (2) 15.5 kV bus breakers and five (5) 15.5 kV distribution breakers; and

WHEREAS, the request for bids was advertised in accordance with the City Procurement Code, and publicly opened at 11:00 a.m. on December 29, 2009; and

WHEREAS, the specification included provisions allowing award of each breaker type separately to the lowest bidder for each type; and

WHEREAS, the lowest bid submitted for two (2) 121 kV circuit breakers was from HVB AE Power Systems, Inc., of Suwanee, GA in the amount of \$108,070.00; and the lowest bid submitted for two (2) 15.5kV bus circuit breakers was from Areva T & D, Inc., of Charleroi, PA, in the amount of \$80,357.00 and the lowest bid for five (5) 15.5 kV distribution circuit breakers was from Siemens (c/o Energy Solutions), of Omaha, NE, in the amount of \$74,241.95.

WHEREAS, the combined total of the lowest bids from the above listed three companies represents the lowest responsible bid for said project.

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

1. The bid of HVB AE Power Systems, Inc., of Suwanee, GA, for two (2) 121 kV circuit breakers in the amount of \$108,070.00 is hereby approved as the lowest responsive bid submitted for the 121 kV circuit breakers.

2. The bid of Areva T & D, Inc., of Charleroi, PA, for two (2) 15.5 kV bus circuit breakers in the amount of \$80,357.00 is hereby approved as the lowest responsive bid submitted for the 15.5 kV bus circuit breakers.

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney

.           3.       The bid of Siemens (c/o Energy Solutions), of Omaha, NE, for five (5) 15.5 kV distribution circuit breakers in the amount of \$74,241.95 is hereby approved as the lowest responsive bid submitted for the 15.5 kV distribution circuit breakers.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G9

**#2010-7 - Approving Installation of a Private Well by Goodwill Industries to Service Newly Installed HVAC Equipment**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Steven Riehle, Public Works Director  
Wesley Nespor, Asst. City Attorney/Purchasing

**Meeting:** January 12, 2010

**Subject:** Installation of Private Well by Goodwill Industries to  
Service HVAC Equipment

**Item #'s:** G-9

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

## **Background**

Goodwill Industries is currently constructing a major addition to their facilities at 1808 S. Locust Street. As a part of that addition, there is a need for installation of a Heating, Ventilating and Air Conditioning (HVAC) system. The construction contractor for the building, Lacy Construction, has requested permission to install a small private well to support a water source heat pump HVAC design. Because that well is less than 1,000' from the City owned potable water well located at the intersection of South Locust Street and Stolley Park Road, the installation requires the permission of the Public Water Supplier according to state law, Title 179. Lacy Construction has formally requested permission to install the well. A copy of the request is attached.

## **Discussion**

The primary concern regarding the installation of a private well is the potential to adversely affect the use of the City well located approximately 650' away. In southern Grand Island, the area aquifer is expansive, and in many areas in that part of town, there are already numerous private wells in service that have been active for decades. It is not expected that the proposed HVAC well would have any measurable effect on the municipal well. Additionally there is the concern that penetration of the ground and aquifer might provide a path for the introduction of contaminants. State law provides design requirements to ensure that the potential pathways are addressed in the well design and installation.

The intended discharge point for the water from the well is the City storm sewer. The well is relatively small, at less than 50 gallons per minute production capacity. That rate of discharge is computed to represent approximately 3% of the capacity of the collector line into which it is designed to discharge, and about 0.1% of the primary collector two blocks away.

The Utilities and Public Works Departments have no major objections to the installation of the proposed HVAC well, but if the installation is permitted, it is recommended that the approval be in the form of an agreement between the City and the well owner, Goodwill Industries. A copy of the proposed agreement is attached. The agreement has been reviewed by the City Legal Department.

### **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 agreement between the City of Grand Island and Goodwill Industries for the installation of a well to be used for HVAC purposes.

### **Sample Motion**

Move to approve the agreement between the City of Grand Island and Goodwill Industries for the installation of a private well to be used for HVAC purposes.





Mr. Gary Mader  
City of Grand Island  
100 E 1<sup>st</sup> Street  
Grand Island, NE 68801

RE: New Goodwill Retail Building  
1808 Locust Street  
Grand Island, NE 68801

Dear Mr. Gary Mader,

Goodwill Industries of Greater Nebraska and Lacy Construction Company have teamed up to build a new Goodwill retail store at 1808 Locust Street in Grand Island, NE. Goodwill requested that Lacy Construction keep the environment in mind while designing their building, and lean towards "Green Build" in as many aspects as possible. Although Goodwill does not wish to pursue LEED certification, they are striving to be environmentally friendly. The design for the HVAC system is a water source heat pump system. A well will need to be drilled to supply the water for this energy efficient system. The well will be designed by a licensed mechanical engineer and installed by Husker Plumbing. Husker Plumbing is a licensed and certified well driller in the state of Nebraska. The well will draw a maximum of 48 GPM.

We are finishing up the design phase of the project and are gearing up to get started on construction. It was brought to our attention that there is a public water supply well owned by the City of Grand Island at the SE corner of Locust and Stolley Park Rd. Title 179 of the Nebraska Health and Human Services / Water Well Standards indicates the need for a 1000 feet setback from this existing well. The well that we are planning to install will be approximately 660 feet NW of the existing city well. Due to the use of the proposed well and its location in proximity to the existing city well, we are asking you to re-evaluate the 1000 feet setback and provide Goodwill Industries permission to install the 48 gallon per minute well to supply their water source head pumps. The water drawn from this well will run through the HVAC system and then discharge into the existing storm sewer that runs north and south along Locust Street.

Please review our proposal and grant us permission to proceed with the project as mentioned above.

Thank you,

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Wissing".

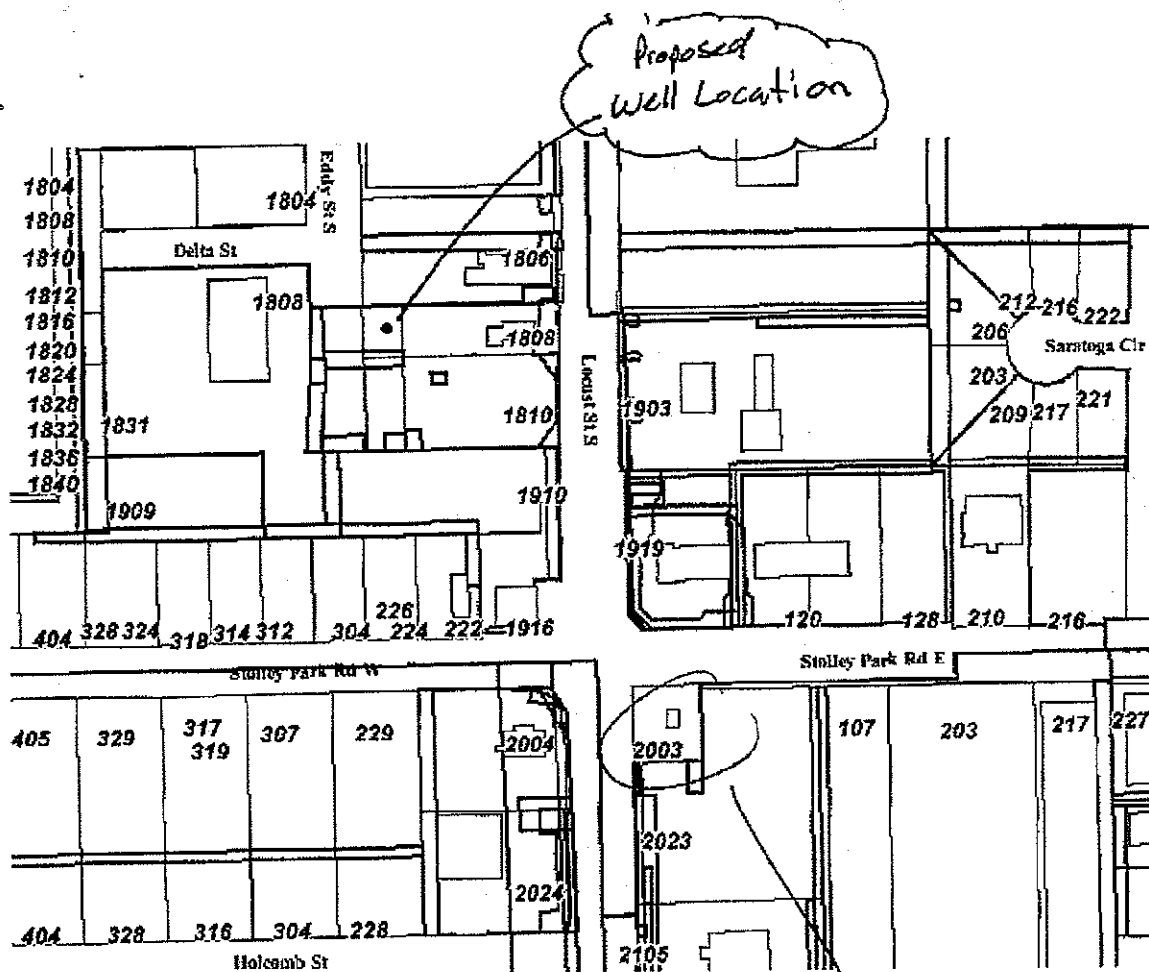
Chris Wissing  
Lacy Construction Company  
308-384-2866



pc. Bob  
Tom D.  
Craig L.

3356 West Old Highway 30 PO Box 188 Grand Island NE 68802-0188  
Business Phone 308-384-2866 Toll Free 800-321-5229 Fax 308-384-2883

www.lacygc.com



Chris Wissing

4-2866

## SANITARY SEWER SERVICE LOCATION

Address 1808 S Locust St

Owner

Lacy Construction  
PO Box 188  
Grand Island, NE 688021088

Plumber

HUSKER PLUMBING & DRAIN  
3821 Arch Ave  
GRAND ISLAND, NE 68803

Permit No 8851

Inspector \_\_\_\_\_

Date Permit Issued 01/06/2010

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

Sewer District No or Project No

Lot 2 & 3 , Block \_\_\_\_\_ , Addition/Subdivision Goodwill Fourth Subdivision

Sewer ☒ Tap ☐ Cap Location Storm Sewer

## Agreement for Placement of an HVAC Extraction Well

Whereas; Goodwill Industries of Greater Nebraska wishes to install a private well as a water source for the HVAC heat pump being installed in an addition to their building at 1808 S. Locust Street, Grand Island, Nebraska;

Whereas; that well is located within 1,000' of a City of Grand Island municipal water supply well located at 2003 S. Locust Street, Grand Island, Nebraska;

Whereas; NAC Title 179 requires that the Public Water Supplier must grant permission for the installation of a private well that is located within 1,000' of a municipal well;

The City of Grand Island will allow installation of the HVAC Extraction Well subject to the following terms and conditions to which Goodwill Industries of Greater Nebraska agrees;

1. The well shall be solely owned and operated by Goodwill Industries who shall be solely responsible for the proper installation and operation of that well and shall be solely responsible for any and all damages which might result from the installation, operation, maintenance or abandonment of the well.
2. The well shall be for water production only and shall be used only for the production of water for the heat pump servicing the new addition to the Goodwill facilities.
3. The production capacity of the well shall be less than 50 gallons per minute.
4. Goodwill Industries waives any and all claims against the City regarding lowered water tables.
5. The well shall be designed by a registered professional engineer licensed in the State of Nebraska.
6. The well design shall be in accordance with NAC Title 178, Chapter 12, Section 12-004, Potable Wells.
7. The well shall be installed by a State of Nebraska licensed water well contractor and pump installation contractor, licensed in accordance with the applicable provisions of NAC Title 178, Chapter 10.
8. The well shall be registered with the Nebraska Department of Natural Resources.
9. As-built well design specifications, drawings and drilling logs shall be provided to the City of Grand Island upon completion of the well installation.
10. Goodwill Industries shall obtain a Storm Water Discharge Permit from the City of Grand Island, Public Works Department prior to commencing operation of the well. The City does not guarantee any level of capacity to receive discharge water into the storm water system.
11. Engineering drawings of the proposed connection to the storm sewer shall be provided to the City of Grand Island, Public Works Department for approval.

12. Upon completion of the storm sewer connection, the Public Works Department shall be contacted for final inspection and shall approve that connection prior to operation of the extraction well.

By the granting of permission for this installation, the City of Grand Island accepts no liability for any matters of damage arising out of its use in the future. Goodwill Industries agrees to indemnify and hold the City harmless from any and all claims and causes of action arising out of the installation and operation of this extraction well and discharge of water into the storm water system of the City of Grand Island.

**APPROVED: CITY OF GRAND ISLAND**

By: \_\_\_\_\_  
Margaret Hornady, Mayor

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

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

\_\_\_\_\_  
Approved as to form, City Attorney

**ACCEPTED: GOODWILL INDUSTRIES**

By: \_\_\_\_\_  
For Goodwill Industries

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

RESOLUTION 2010-7

WHEREAS, Goodwill Industries is constructing a major addition to their facilities at 1808 S. Locust Street; and

WHEREAS, as part of the addition, there is a need for installation of a Heating, Ventilating and Air Conditioning (HVAC) system; and

WHEREAS, Lacy Construction has requested permission to install a small private well to support a water source heat pump HVAC design; and

WHEREAS, that well is less than 1,000' from the City owned potable water well located at the intersection of South Locust Street and Stolley Park Road; and

WHEREAS, the installation of this well requires the permission of the Public Water Supplier; and

WHEREAS, the intended discharge point for the water from the well is the City storm sewer; and

WHEREAS, an Agreement has been written between the City and Goodwill Industries for the installation of the well, and the discharge of such water.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement between the City of Grand Island and Goodwill Industries, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item G10**

**#2010-8 - Approving Revised Hazard Mitigation Grant Application**

**Staff Contact: Jon Rosenlund**

# **Council Agenda Memo**

**From:** Jon Rosenlund, Emergency Management Director

**Meeting:** January 12, 2010

**Subject:** Hazard Mitigation Grant - Sirens

**Item #'s:** G-10

**Presenter(s):** Jon Rosenlund, Emergency Management Director

## **Background**

Hall County Emergency Management operates and maintains 38 outdoor warning sirens to alert the public of dangerous weather and other hazards. The vast majority of these devices (27 remaining) were installed between 1979 and 1981. These devices have an anticipated life span of 30 years, and existing sirens are already failing at a rate of almost 1-2 annually over the past few years.

Unfortunately, many repair parts are no longer available for these older models. Sirens which fail are replaced at significant cost on a case-by-case basis. In the past, the Emergency Management Department has planned to replace two sirens a year, as necessary. However, the department anticipates a windfall of future siren failures as these devices reach and exceed their 30-year life-span. Local funds are not likely to be sufficient to keep up with the anticipated number of replacements needed.

A previous grant application was authorized by Resolution 2009-283 in October 2009. However, NEMA subsequently instructed the Emergency Management Department to trim the project from a three-year project into a one year project according to FEMA guidance. Therefore, the Department has modified this grant to accomplish the first year only, and intends to apply for further assistance to complete the project in years two and three.

## **Discussion**

The FEMA Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the



immediate recovery from a disaster. The HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The HMGP Grant funds up to 75% of approved projects with a local match of 25%. The Department has funds budgeted for one siren in Capital Outlay and plans to use these funds as the 25% matching funds.

The Emergency Management Department, working with NEMA, has identified the need to replace twelve (12) sirens, four at a time, over a period of three years to meet this looming problem. Eleven (11) of the sirens will replace older models while one will be installed as an expansion to the current system (see table below). Siren replacement costs are typically \$14,000 to 15,000 for each device. Sirens will be installed in the communities of Grand Island, Wood River, Alda, Cairo, and Doniphan.

Each of these new sirens have a considerably larger effective radius of 70dB estimated at 6200 feet in all directions. Sirens listed to be replaced have much smaller radii, such as 1600 feet. This will allow fewer sirens to serve the community and can lead to lower utility costs over the long term (see attached pdf map).

<b>Hall County Siren Repair List (All needed replacements)</b>					
<u>Siren #</u>	<u>Description</u>	<u>Installed Year</u>	<u>Latitude / Longitude</u>	<u>Current 70dB Radius (ft)</u>	<u>New 70dB Radius (ft)</u>
1	Alda, Village of North - Vine Street - North of Highway 30	1981	N40 52.227 W98 28.054	1600	6200
3	Cairo, Village of - 300 South High St.- Behind Senior Citizen Center	1981	N41 00.023 W98 36.474	1600	6200
4	Doniphan, Village of - Fire Station	1981	N40 46.406 W98 22.181	1600	6200
5	Wood River - Central - 100 West 10th St - Fire Station	1979	N40 49.297 W98 36.123	3200	6200
13	Anna & Broadwell - 1700 Block of West Anna (Alley City Property)	1981	N40 54.724 W98 21.189	3200	6200
15	Ryder Park - 2700 West North Front St	1979	N40 55.221 W98 22.327	3200	6200
16	3436 South Locust - Across from Walmart	1981	N40 53.138 W98 20.398	1600	6200
18	4th Street & Congdon - 1500 E 4th St.	1981	N40 56.088 W98 19.603	3200	6200
19	1800 Block of N Hancock (Just North of Kingston & Hancock)	1981	N40 56.238 W98 22.409	3200	6200
27	Highway 281 & Capital Avenue Northwest Corner	1981	N40 56.803 W98 23.038	1600	6200
31	Starr School - 315 Wyandott - On School Property		N40 53.858 W98 20.451	1600	6200
New	US 281 & Wood River Road (I-80 /Mormon Island Campground)	N/A	TBD	N/A	6200

Following FEMA and NEMA guidance, this project will be split into three independent phases, each for the term of one year and each with its own independent grant application. This first phase will concentrate on the following sirens:

<b>Hall County Siren Installation List (Year One)</b>					
<u>Siren #</u>	<u>Description</u>	<u>Installed Year</u>	<u>Latitude / Longitude</u>	<u>Current 70dB Radius (ft)</u>	<u>New 70dB Radius (ft)</u>
3	Cairo, Village of - 300 South High St.- Behind Senior Citizen Center	1981	N41 00.023 W98 36.474	1600	6200
16	3436 South Locust - Across from Walmart	1981	N40 53.138 W98 20.398	1600	6200
19	1800 Block of N Hancock (Just North of Kingston & Hancock)	1981	N40 56.238 W98 22.409	3200	6200
New	US 281 & Wood River Road (I-80 Interchange/Mormon Island Campground)	N/A	TBD	N/A	6200

Subsequent phases of this project will require additional grant applications, per guidance by FEMA and NEMA.

### **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

### **Sample Motion**

Move to approve.

# NEBRASKA EMERGENCY MANAGEMENT AGENCY

## Hazard Mitigation Grant Program (HMGP)

### PROJECT APPLICATION

#### I. Applicant Information

Date: Aug 10 2009

☒ New Application    ☐ Revised Application

A. Multi-Hazard Local Mitigation Plan (LMP) Status: Approved

IF Approved:

- a) Plan Type: Local Mitigation Plan
- b) Date of Approval by FEMA: 11/13/2008
- c) Provide the location in the LMP (Section and Page Number(s)) that demonstrates the proposed project is in conformance with the LMP: Section 2.35, Pg. 28
- d) Describe how the proposed project conforms with the LMP: Project replaces older and inoperable sirens.

B. Project Title: Siren Replacement

Name of Applicant: Hall County/Grand Island Emergency Management County or Counties: Hall

C. Applicant Type: Local Government Type of Application: Non Construction Project

Private Non-Profit entities must meet the criteria defined in 44 CFR 206.221(e).

☐ Attach a copy of an Internal Service Revenue (IRS) ruling letter that grants tax exemption under Section 501 (c), (d), or (e), or a State certification under State law, of non-profit status.

☐ If an educational facility, attach a copy of the facility admission policy.

Recognized Indian Tribe or Organization Tribal Identification Number: \_\_\_\_\_

☐ Attach proof of tribal eligibility

D. Federal Tax ID Number: ..... 47-6006205 DUNS Number: ..... 040919607

E. State Legislative District(s) ..... 35th Congressional District(s) ..... Third

F. Is the Community/Communities in good standing with the National Flood Insurance Program:  
☒ Yes    ☐ No

G. Point of Contact:

☒ Mr. ☐ Ms. ☐ Mrs. First Name: Jon Last Name: Rosenlund

Title: Director Organization: Hall County/Grand Island Emergency Mgt.

Street Address: 100 E. 1<sup>st</sup> St. PO Box 1968 City: Grand Island

State: Nebraska Zip Code: 68802 Telephone: (308) 385 - 5360

Fax: (308) 385 - 5378 E-mail Address: beready@grand-island.com

H. Alternate Point of Contact:

☒ Mr. ☐ Ms. ☐ Mrs. First Name: Larry Last Name: Smith

Title: Deputy Director Organization: Hall County/Grand Island Emergency Mgt.

Street Address: 100 E. 1<sup>st</sup> St. PO Box 1968 City: Grand Island

State: Nebraska Zip Code: 68802 Telephone: (308) 385 - 5360

Fax: (308) 385 - 5378 E-mail Address: larrys@hcgj.gov

I. Estimated Funding:

Federal 75%	Non-Federal %	Applicant 25 %	Other %	Total 100%
<u>\$45,000.00</u>	\$ _____	<u>\$ 15,000.00</u>	\$ _____	<u>\$60,000.00</u>

## II. Detailed Description of the Proposed Project

- A. Describe the problem to be mitigated: Replacing aging and non-repairable warning sirens in Hall County.

- B. Provide a detailed description of the proposed project:

Hall County Emergency Management operates and maintains 38 outdoor warning sirens to alert the public of dangerous weather and other hazards. The vast majority of these devices (27 remaining) were installed between 1979 and 1981. These devices have an anticipated life span of 30 years, and existing sirens are already failing at a rate of almost 1-2 annually over the past few years.

Unfortunately, repair parts are no longer available for many of these older models. Sirens that fail are replaced at significant cost on a case-by-case basis. The Emergency Management Department has sought to replace 2 sirens a year. However, local funds are no longer sufficient to keep up with the rising number of replacements needed. The department anticipates an influx of future siren failures as they reach and exceed their 30-year life-span.

With these funds, Hall County plans to install 4 sirens to meet this looming problem. The vast majority of new sirens will replace older models while one will be installed as an expansion to the current system. Siren costs are typically \$15,000 each to replace. Sirens will be installed in the communities of Grand Island, Wood River, Alda, Cairo, and Doniphan.

- C. Does the project conform to the State and Local mitigation goals and/or plans? Yes  
Explain (Cite location in plan(s) to support your answer):

Objective 3.3 (page 29) "Ensure adequate outdoor warning siren coverage" includes the Action Item to "add sirens" if the coverage is found deficient.

- D. Will the proposed mitigation measure provide an independent solution to the problem? Yes  
Explain:

Sirens will be incorporated into the current siren activation, testing, and maintenance process for the County.

- E. How does the proposed mitigation measure address a repetitive problem or a problem that poses a significant risk to public health and safety if left unresolved? Explain:

The siren system is suffering repeated equipment failures and areas of the community are not properly covered by outdoor warning devices. This project will replace sirens as they fail. Replacing older equipment with newer devices, in many instances, will provide a wider audible range.

- F. Discuss the negative impacts on the area if the proposed project is not approved: Explain:

If left uncorrected, the community will lack a complete outdoor warning system to notify them of oncoming disasters of all kinds.

- G. Describe damage caused by previous and current disasters and associated costs:

In 1980, seven tornadoes struck Grand Island and killed 5, wounding over 400 more. This outdoor siren system is critical in providing the public with the greatest chance for survival.

H. Hazards to be Mitigated/Level of Protection

1. Select the type(s) of hazards the proposed project will mitigate:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Agricultural         | <input type="checkbox"/> Drought            | <input type="checkbox"/> Earthquake           | <input type="checkbox"/> Flooding                 |
| <input type="checkbox"/> Land Subsistence     | <input type="checkbox"/> Mud/Landslide      | <input type="checkbox"/> Severe Winter Storms | <input checked="" type="checkbox"/> Thunderstorms |
| <input checked="" type="checkbox"/> Terrorism | <input checked="" type="checkbox"/> Tornado | <input type="checkbox"/> Wildfires            |   |

2. Fill in the number of people and amount of property protected by the project:

Number of People:	<u>55,642</u>	(2007 Hall County Census Estimate)
Number of Residential Properties:	<u>19,176</u>	Value of Residential Properties: \$ <u>1.78B</u>
Number of Commercial Properties:	<u>2,778</u>	Value of Commercial Properties: \$ <u>918M</u>
Number of Agricultural Properties:	<u>3,566</u>	Value of Agricultural Properties: \$ <u>625M</u>
Number of Public Properties :	<u>1,261</u>	Value of Public Properties: \$ <u>295M</u>
		Value of Public Infrastructure \$ <u>244M</u>

**Total Number of Properties: 26,804      Total Value of Structures: \$ 3.6B**

3. Provide the level of protection the proposed project will provide the total number of properties. (i.e. "23 structures protected against the 100-year (1%) flood" or "1 structure will have near absolute protection against 250 mph wind speeds").

Nearly 60,000 residents and visitors will have outdoor warning sirens near their homes, businesses, parks, schools, and other areas.

List data in Flood Levels (10, 25, 50, 100, etc) or wind speeds (mph).

\_\_\_\_\_ Structure(s) protected against the \_\_\_\_\_ year flood  
\_\_\_\_\_ Structures will have near absolute protection against \_\_\_\_\_ mph wind speeds

4. The proposed project will provide protection against the hazard(s) specified above for **30** years.

Please explain the methodology used to determine the useful life of the project. (You can check the FEMA-standard for most project types which is located on the Mitigation BCA Toolkit)

Lifespan for this model of siren is generally accepted to be around 30 years. This is born out by the fact that our failing sirens were installed between 1979-1981.

5. Engineered Projects Only (e.g. Bank Stabilization, Small structural projects)

Note: A Letter of Map Revision (LOMR) may be needed on this type of project. Any changes to the Flood Insurance Rate Maps (FIRM) need to be reflected on the flood maps, which is accomplished through the LOMR process. The construction of this project may lower the 100-year flood elevation and thus, possibly lower the flood insurance rates for structures in the project area.

Attach to this page **ALL** engineering calculations used to determine the above level of protection. List all attachments below.

1. \_\_\_\_\_
2. \_\_\_\_\_

3. \_\_\_\_\_

### III. Project Location

A. Site Address: (NOTE: If Acquisition, please use the Property Site Inventory Form)

Hall County Siren Installation List					
<u>Siren #</u>	<u>Description</u>	<u>Installed Year</u>	<u>Latitude / Longitude</u>	<u>Current 70dB Radius (ft)</u>	<u>New 70dB Radius (ft)</u>
3	Cairo, Village of - 300 South High St.- Behind Senior Citizen Center	1981	N41 00.023 W98 36.474	1600	6200
16	3436 South Locust - Across from Walmart	1981	N40 53.138 W98 20.398	1600	6200
19	1800 Block of N Hancock (Just North of Kingston & Hancock)	1981	N40 56.238 W98 22.409	3200	6200
New	US 281 & Wood River Road (I-80 Interchange/Mormon Island Campground)	N/A	TBD	N/A	6200

B. FIRMette (Flood Insurance Rate Map (FIRM)) showing Project Site: (application will not be reviewed if FIRM is missing from attachments)

☒ Attach a copy of the FIRMette with the project site and structures marked.

A FIRMette is a paper copy of a user defined portion of a FIRM created from your computer. To make a FIRMette 1) Go to <http://msc.fema.gov> 2) Click on the 'FIRMette Tutorial' icon and follow instructions to create a FIRMette for your project location. (Note: If you wish to obtain a FIRM, they are typically available from your local floodplain administrator who may be located in the planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at (800) 358-9616, however it is strongly encouraged to use a FIRMette.)

Using the FIRMette, determine the flood zone(s) of the project site (Check all zones in the project area).

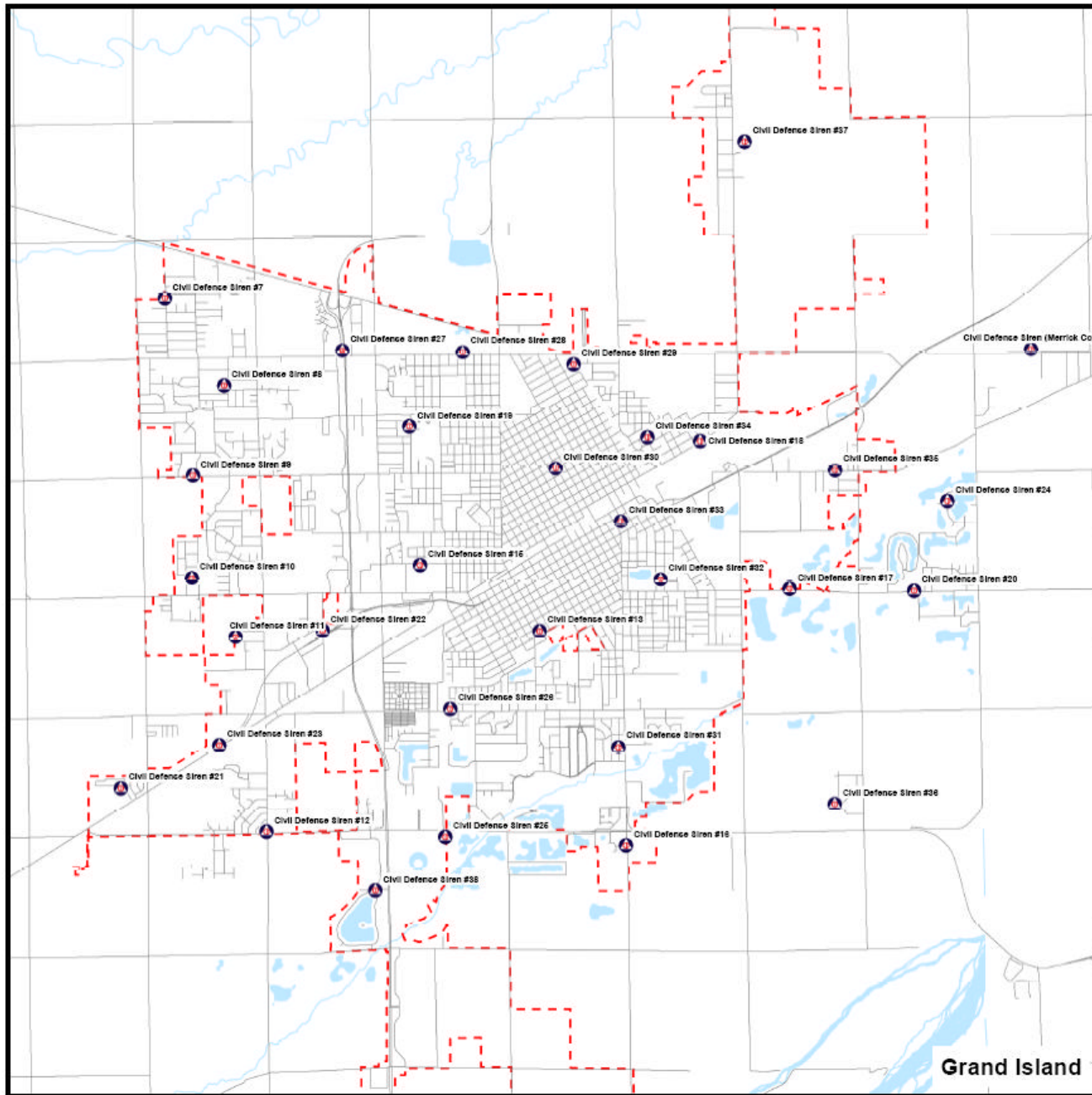
NFIP Community Number: See below

☐ VE or V 1-30      ☐ C or X (un-shaded)  
☒ B or X (shaded)      ☐ Floodway

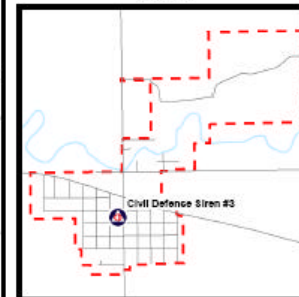
Panel Number(s): See below

☒ AE or A-130      ☐ AO or AH  
☒ A (no base flood elevation given)

FIRMettes listed below:



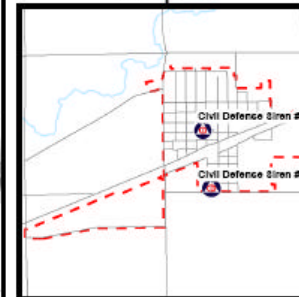
**Alda**



**Cairo**

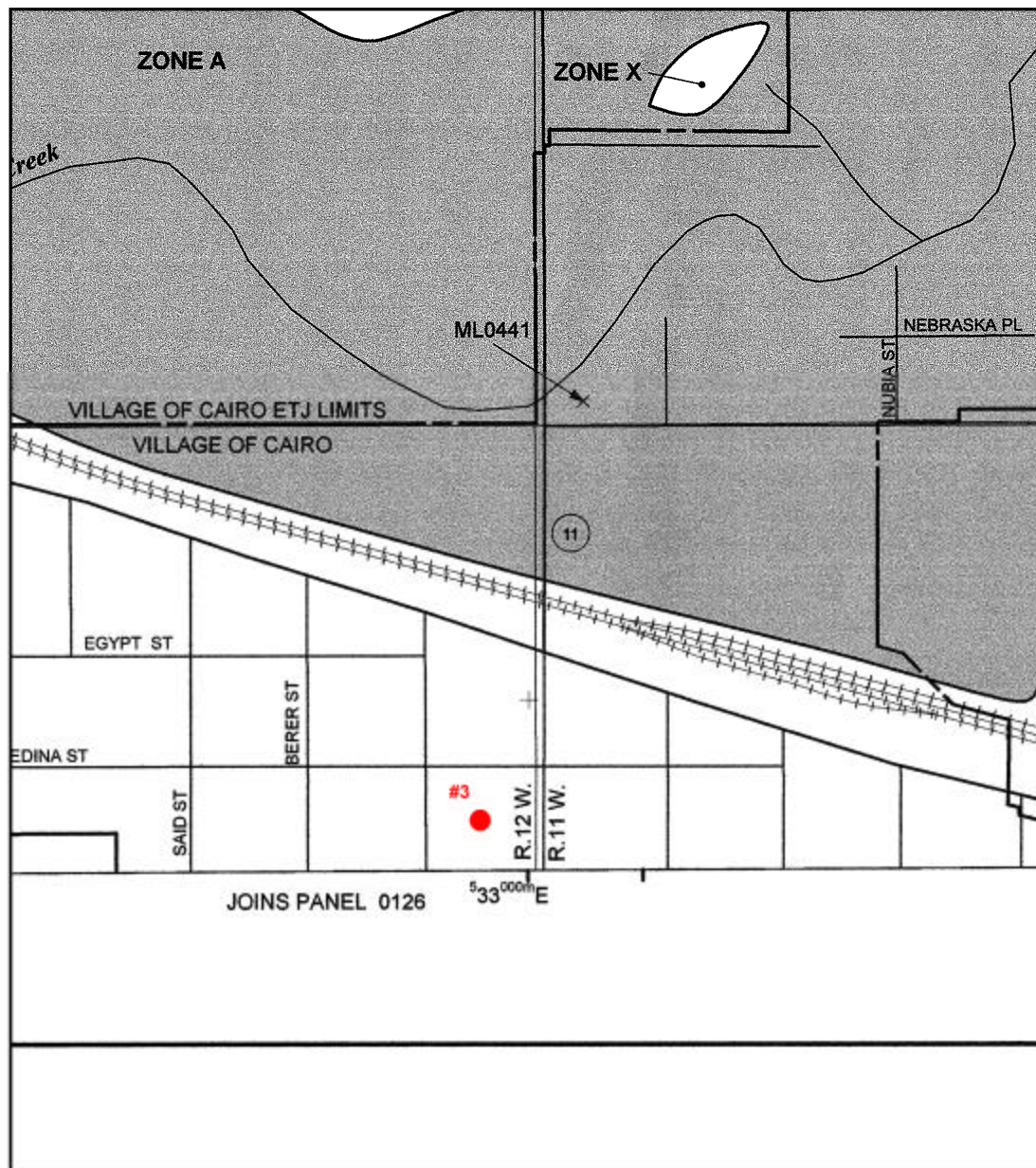


**Doniphan**



**Wood River**





AP SCALE 1" = 500'

500 1000  
FEET  
0 150 300  
METERS

PANEL 0038D

# FIRM

## FLOOD INSURANCE RATE MAP

### HALL COUNTY, NEBRASKA AND INCORPORATED AREAS

PANEL 38 OF 400  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CAIRO, VILLAGE OF	310101	0038	D
HALL COUNTY	310100	0038	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

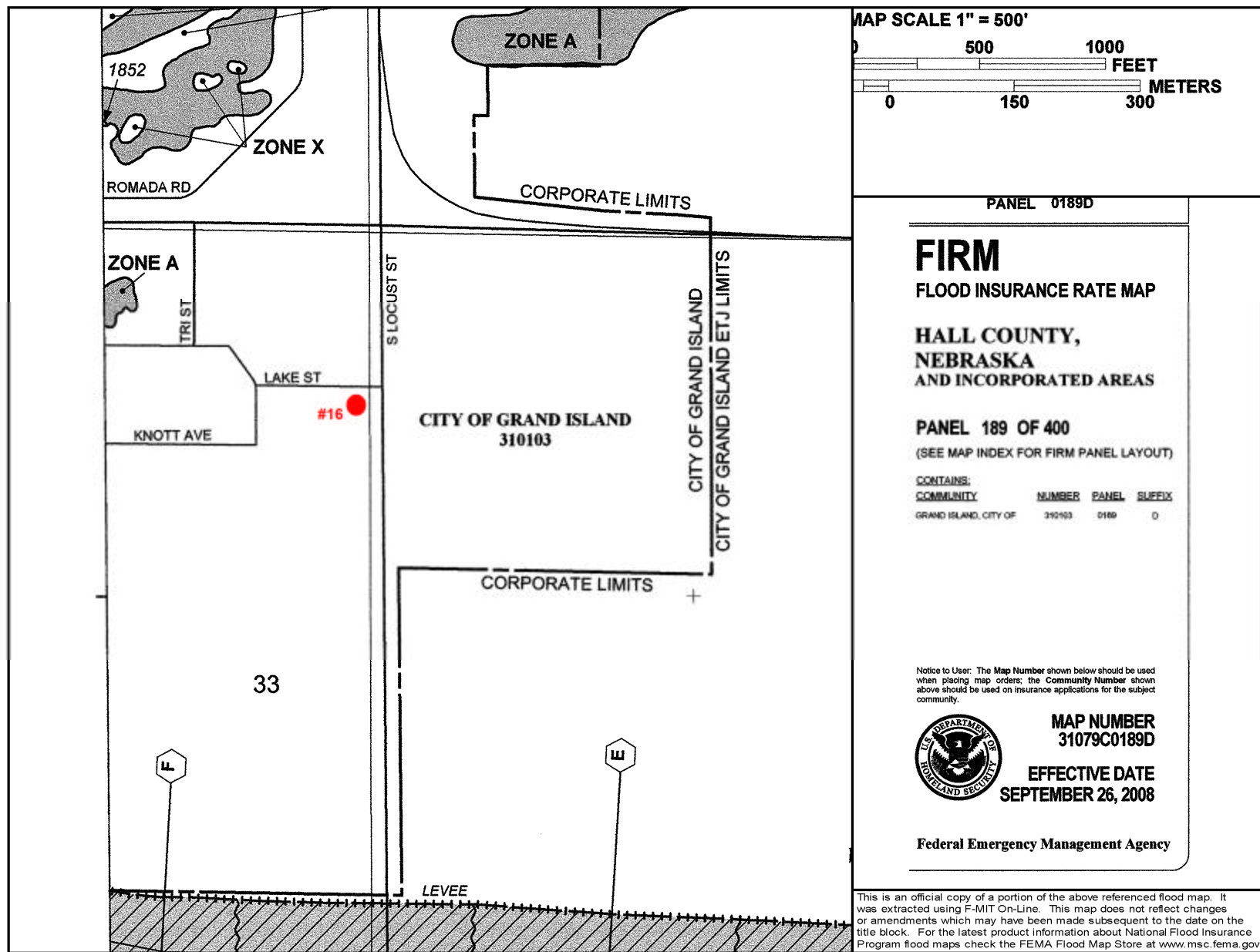
**MAP NUMBER**  
31079C0038D

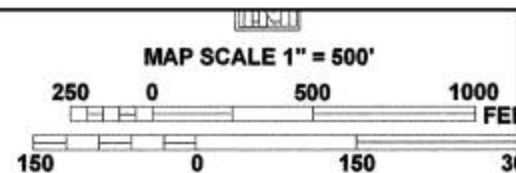
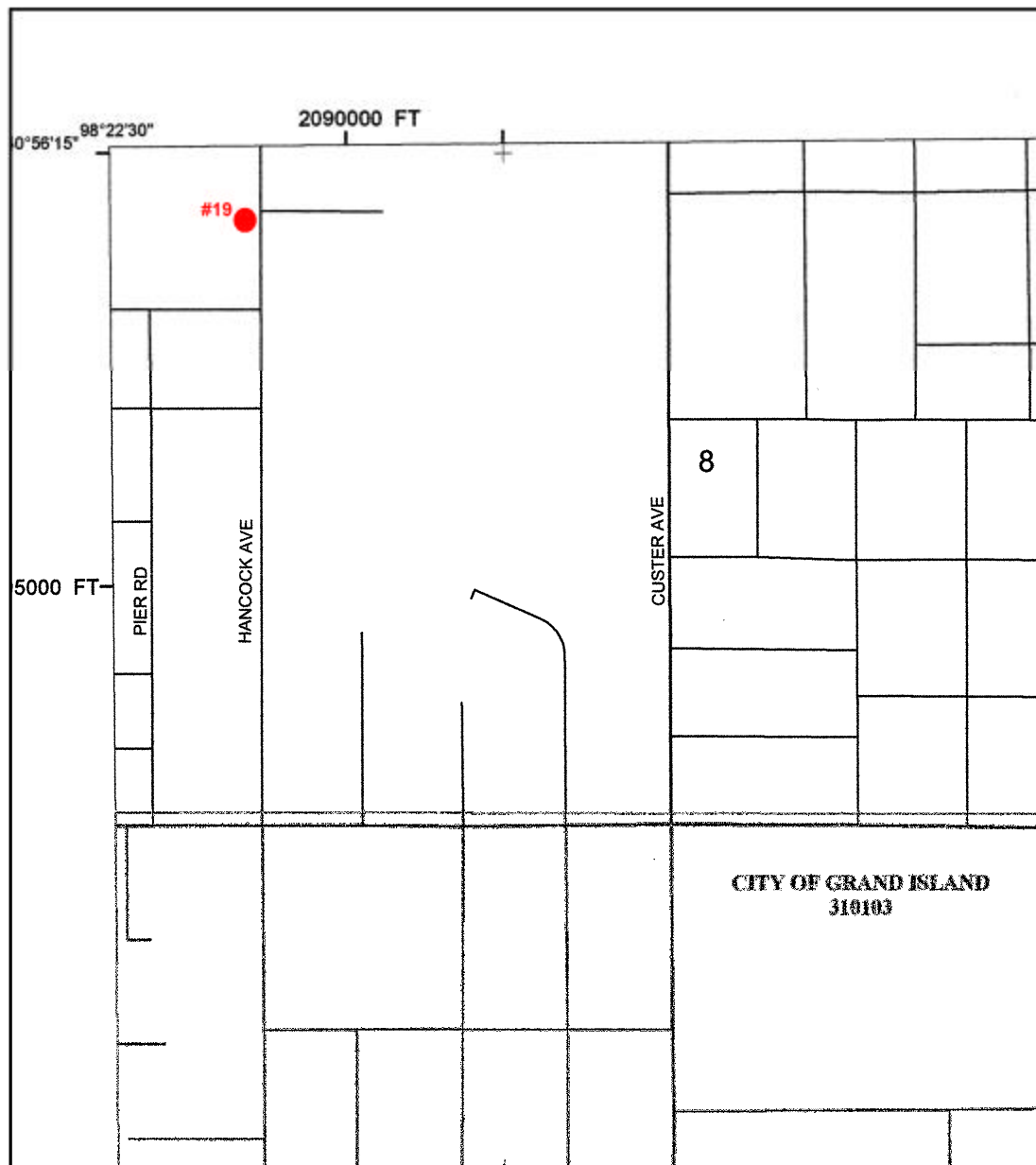
**EFFECTIVE DATE**  
SEPTEMBER 26, 2008

**Federal Emergency Management Agency**

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)







**N-FIP** PANEL 0186D

**FIRM**  
FLOOD INSURANCE RATE MAP

**HALL COUNTY,  
NEBRASKA  
AND INCORPORATED AREAS**

**PANEL 186 OF 400**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS:**

COMMUNITY	NUMBER	PANEL	SUFFIX
GRAND ISLAND, CITY OF	310103	0186	D
HALL COUNTY	310100	0186	D

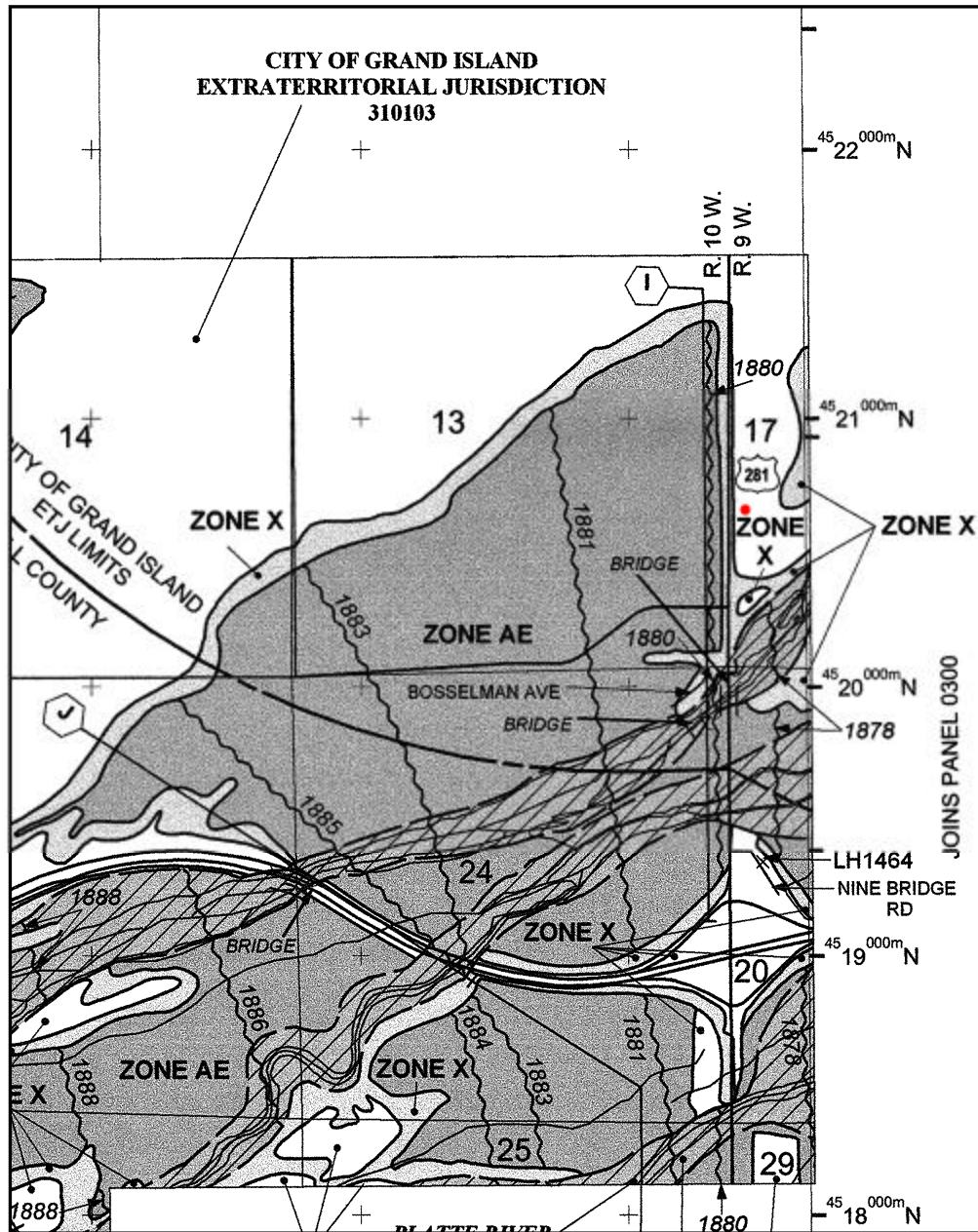
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for this subject community.

**MAP NUMBER**  
31079C0186D

**EFFECTIVE DATE**  
SEPTEMBER 26, 2008

**Federal Emergency Management Agency**

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msd.fema.gov](http://www.msd.fema.gov)



overtopping or failure of the structure. Precautions to protect lives and minimize damages in these areas are critical. Please provide a narrative to describe what measures have been considered or taken to address the risk of overtopping or failure of the structure:

\_\_\_\_\_

- D. Attach City or County Map with Project Site and Photographs (These are examples of the types of maps that can be used; additional space is provided to specify additional maps or references included in the application.) Check the appropriate boxes to indicate the attached maps

- ☒ Attached copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
- ☐ Attached USGS 1:24,000 topographical map with project site marked on the map.
- ☐ For acquisition or elevation projects, include a copy of the Parcel Map (Tax Map, Property Identification Map, etc.) with each property in the project clearly marked on the map. Use SAME ID as used on the Individual Housing Data Sheet.
- ☒ Attached are overview photographs. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas which affect the project site or will be affected by the project.
- ☐ For State Historical Preservation Officer's review, please attach two photographs of the properties at opposing angles so they may determine whether it is of historical value.
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

Attach a copy of each site photograph here  
(Use additional pages as needed)

CLEARLY LABEL EACH PHOTO

**Property Information:**

Age of Structure (year built):	<u>1979-81</u>	Type of Residence:	<u>Not Applicable</u>
Pre-Event Fair Market Value:	<u>\$14,000</u>	Structure Type:	<u>Other (pine pole)</u>
Parcel Number:	<u>N/A</u>	Foundation Type:	<u>Other (buried in ground)</u>
Property Tax Id:	<u>N/A</u>	Basement:	<u>Not Applicable</u>
Latitude:	<u>See list</u>	Base Flood Elevation:	<u>Not Applicable</u>
Longitude:	<u>See list</u>	First Floor Elevation:	<u>Not Applicable</u>
SHPO Cleared: ⌚	<u>N/A</u>	Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation (Only applicable when Property Action is Elevation): <u>Not Applicable</u>	
SHPO Cleared Date: ⌚	<u>N/A</u>	Damage Category:	<u>Not Applicable</u>
Benefit Cost Analysis: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Post Mitigation Property Use:	<u>Outdoor warning system</u>
Performed: By Whom: _____		If commercial property what is the primary usage, explain below in comments.	
Benefit Cost Ratio: _____			
Total Square Feet of Living Space:	<u>N/A</u>		
Average cost per square foot for residential & commercial construction in the community: <u>N/A</u>			

**National Flood Insurance Program Information:**

Flood Source: N/A Structure Located in: Not Applicable

Note: An NFIP repetitive loss structure is defined as building with 2 or more insured losses greater than \$1,000 within a 10-year period.

Repetitive Loss Structure: No

☐ 2-3 Insured Losses Cumulatively <=building fair market value  
☐ 2-3 Insured Losses Cumulatively > building fair market value  
☐ 4 or more losses since 1978  
☒ Not Applicable

Repetitive Loss Number: N/A

NFIP Policy Number: ⌚ N/A Insurance Policy Provider: ⌚ N/A

Is there a Flood Insurance Rate Map (FIRM) available? ☒ Yes ☐ No (FIRMettes attached)

Is the property site marked on the map? Yes, map attached

**Flood Zone Designation**

☐ VE or V 1-30 ☒ C or X (un-shaded) ☒ AE or A-130 ☐ AO or AH  
☒ B or X (shaded) ☐ Floodway ☒ A (no base flood elevation given)

**FIRM Community Information**

Community: Hall County

**Map Specific Information for Selected Community**

Panel Number: See attached panels Date: Sept 26, 2008

**Legal Description:** ⌚ Outdoor Warning Siren

**Comments:** This is a single form for all 12 siren locations. Each siren is placed atop a utility pole in the locations listed.

⌚ (This information is not required until the project is approved, but would be helpful if you can provide it at the time of application.)

3. Occupancy: (indicate approximate occupancy of building during each hour of the day)

12 AM –	1 AM – 2	2 AM – 3	3 AM – 4	4 AM – 5	5 AM – 6	6 AM – 7	7 AM – 8
1AM <input type="text"/>	AM <input type="text"/>	AM <input type="text"/>	AM <input type="text"/>	AM <input type="text"/>	AM <input type="text"/>	AM <input type="text"/>	AM <input type="text"/>
8 AM – 9	9 AM – 10	10 AM – 11	11 AM – 12	12 PM – 1	1 PM – 2	2 PM – 3	3 PM – 4
AM <input type="text"/>	AM <input type="text"/>	AM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>
4 PM – 5	5 PM – 6	6 PM – 7	7 PM - 8	8 PM –9	9 PM – 10	10 PM – 11	11 PM – 12
PM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>	PM <input type="text"/>	AM <input type="text"/>

4. Include a narrative on the location and the number of occupants that will use the tornado shelter during normal and adverse weather conditions.

5. Will the proposed shelter be an addition to an existing building?

☐ Yes (complete question a) ☐ No (complete question b)

a. Complete the following information for the **existing building/proposed shelter**:

Longest Width:

Size/Square Footage:

Longest Length:

Will the Shelter area be

☐ Above Ground

above or below ground?

☐ Below Ground

Construction Date:

Number of Stories:

Describe the current building configuration (also attach a sketch):

b. Complete the following information for the **proposed structure**:

Longest Width:

Longest Length

Structure Size/Square Footage:

Will the Shelter area be

☐ Above Ground

Proposes Shelter Area Square Footage:

above or below ground?

☐ Below Ground

Construction Type:

Number of Stories:

6. Estimated Completion Date for Design (mo/yr):  Construction (mo/yr):

7. Estimated Yearly Maintenance Cost:

8. Preliminary Project Cost Estimate for Shelter Area (amount to be included in application (fed + non-fed)-do not include estimated costs for optional amenities that the City will fund separately): \$

9. What Flood Zone the building is in: (include copy of FIRMet) indicating location of the building – If the building is in the floodplain the elevation of a shelter must be built at the 100 year plus 1 foot or to the 500 year level, which ever is higher:

#### IV. History of Hazards/Damages in the Area to be Protected\*

In this section describe all past damages from hazardous events in the project area. Include Presidentially declared disasters as well as events that did not result in a Presidential declaration.

##### A. Overview of Past Damages

Provide a detailed history of damages in the area, including direct and indirect costs. Include information for as many past incidents as possible. Attach any supporting documents. Direct costs should include damages to structures and infrastructure in the project area as a result of the hazard. Indirect costs should include the cost to the local government to respond to victims of the hazard in the project area, any interruption to local businesses, and losses of public services.

Date	Level of Event	Damages	Indirect Costs (Describe)
6/3/1980	Tornadoes (7)	\$300 million in 150 city blocks, 357 homes, 33 mobile homes, 85 apartments, 49 businesses.	5 killed 400 injured
1950-2006	70 tornadoes (5 <sup>th</sup> in Nebraska)	\$330 million in total damages (1950-2006)	128.2 tornadoes per 1000 sq. miles (1 <sup>st</sup> in Nebraska)

☐ List all Supporting Documentation Attached pertaining to Past Damages:

1. Hall County Hazard Mitigation Plan

Provide a narrative below describing historical damages in the proposed project area: \_\_\_\_\_

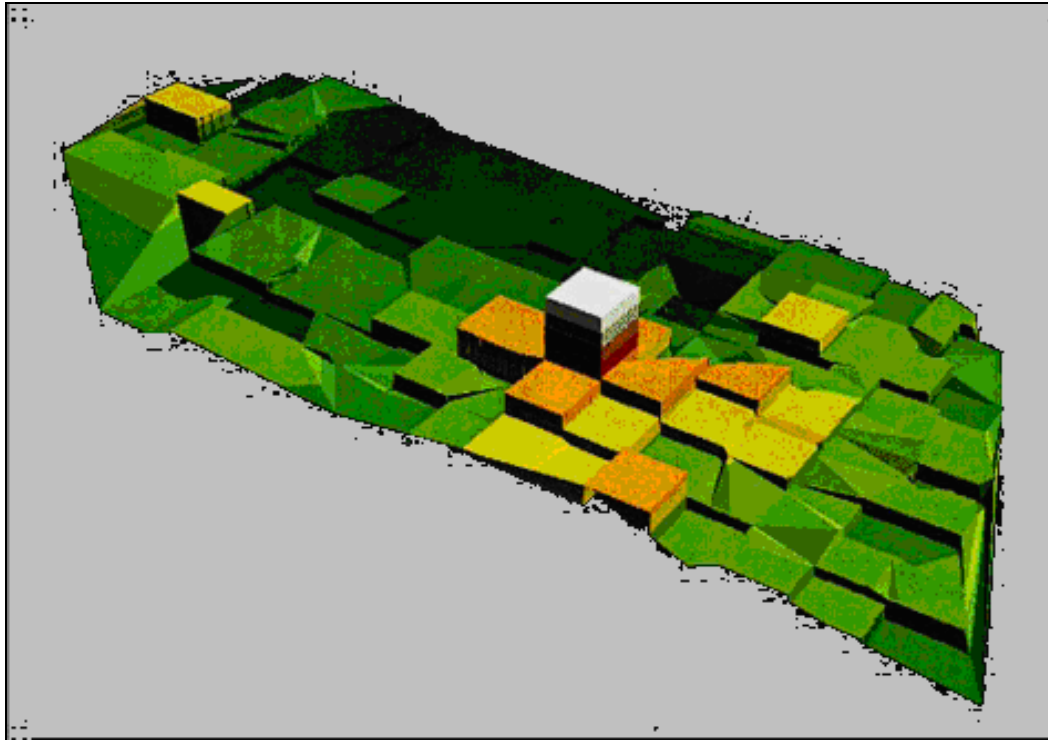
##### Excerpt from County Hazard Mitigation Plan

*The discussion of tornadoes in Hall County starts with the tornado outbreak of June 3, 1980, which devastated entire sections of Grand Island – especially the City's northwest and north central residential areas, and the southern business district. The tornadoes killed five people, injured more than 400, caused \$300 million in damage. The destruction covered more than 150 city blocks, including losses to 357 homes, 33 mobile homes, 85 apartments, and 49 businesses. This event has been turned into book and a television movie ("Night of the Twisters"), and was studied by a special team of research scientists, including Professor T. Theodore Fujita himself. This tornado outbreak captivated scientists because the storm included both cyclonic and anticyclonic tornadoes.*

*According to the High Plains Regional Climate Center, Hall County has seen 70 tornadoes from 1950 to 2006, which places the County fifth in the State for number of twisters. However, on a density basis which factors in the area of county, Hall County has the highest density of tornadoes at 128.2 tornadoes per 1000 square miles. Second on the list is Thayer County at 95.7. It must be noted that these figures could be dramatically changed if the 1980 tornado outbreak were considered one event rather than seven separate tornadoes.*



*The figure below shows a graphic interpretation of tornado density by county from 1953 to 1999. The pattern clearly shows a “hot spot” of tornadic activity in central Nebraska with Hall County being the bull’s-eye.*



Tornadoes in Nebraska Counties (Hall County in White)

### **Vulnerability Statement**

Every structure in Hall County is at risk to tornadoes. According to the Nebraska Department of Property Assessment and Taxation, this represents a value of \$3,294,925,981.

Source: Hall County Hazard Mitigation Plan, 2007: Sections 2.32 Tornado History & 2.34 Vulnerability Assessment (pgs 24-28)

\*For Acquisitions and Elevations, provide an overview in the section above to include specific damages to each property in the HMGP Property Site Inventory Forms (PSI). NOT APPLICABLE



## V. Scope of Work/Budget

In this section, provide the details of all costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. As administrative costs are calculated on a sliding scale, **do not** include this in the budget. **Do not include contingency costs in the budget.**

### A. Materials

Item	Quantity	Unit of Measure	Cost per Unit	Total Cost
Tornado Siren	4	Each	\$10,000.00	\$40,000.00
Pole	4	Each	\$1,000.00	\$4,000.00
		Select...	\$	\$
		Select...	\$	\$
		Select...	\$	\$

### B. Labor (Include equipment costs)

Description	Hours	Rate	Cost
Removal of old siren & installation of new device.	4 sirens	\$4,000.00	\$16,000.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$

### C. Fees Paid (Include any other costs associated with the project)

Description of Task	Hours	Rate	Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Totals	
A. Materials	\$ 44,000.00
B. Labor	\$ 16,000.00
C. Fees Paid	\$ 0.00
Grand Total (Total Project Costs):	\$ 60,000.00

### D. Provide a budget narrative for the proposed project:

Previous installations and recent quotes provide the prices listed above for a new rotating siren model #2001-130, siren control, 2001 AC, and shipping, as well as labor for the removal and disposal of the old device and complete installation to a 60 amp power source. Labor costs include testing the equipment to ensure proper activation. The pole is replaced and installed by City of Grand Island Utilities Department at \$1,000.00 each.

## V. Scope of Work/Budget continued

- E. **Funding Sources** (round figures to the nearest dollar) the maximum FEMA share for a HMGP project is 75%. The other 25% must be paid by the local sponsor. Note: You cannot match federal funds with federal funds; the only exception is Community Development Block Grant (CDBG) funding.

Funding Sources	Funding Amount	Percentage of Total Cost
Federal Share (Estimated FEMA Share)	\$ 45,000.00	75%
Non-Federal Share (See below for required details to document)	\$ 15,000.00	25%
TOTAL Proposed Project Cost	\$ 60,000.00	100%

**Non-Federal Share Information:** (Use Source 1, additional source space is available if multiple sources are contributing to the proposed project (Source 2 and Source 3)).

**Match Assurance:** You must provide a letter or resolution from each source committing to their share(s) of the non-federal funding.

Description	Source 1	Source 2	Source 3	Comments (Specify Other Source)
1. Source Agency:	<u>Local Agency Funding</u>	<u>Select...</u>	<u>Select...</u>	
2. Source Name of Non-Federal Share	Grand Island / Hall County Emergency Management			
3. Type of Non-Federal Share:	<u>Cash</u>	<u>Select...</u>	<u>Select...</u>	

- F. **Project Work Schedule:** List the major milestones and timeframes for this project:  
**Example:** Description: Demolition of 6 structures and removal of debris Timeframe: 30 days 1 month

### Milestone

### Timeframe

Enter Number of Days and Month(s)

- |    |   |                |                        |
|----|---|----------------|------------------------|
| 1. | Description: <u>Place order for sirens</u>              | <u>90</u> days | <u>      </u> month(s) |
| 2. | Description: <u>Order processing and delivery</u>       | <u>90</u> days | <u>      </u> month(s) |
| 3. | Description: <u>Four Sirens removed &amp; installed</u> | <u>90</u> days | <u>      </u> month(s) |
| 4. | Description: <u>Yearly close out and paperwork</u>      | <u>60</u> days | <u>      </u> month(s) |

## VI. Environmental Documentation

The applicant **must** provide certain environmental documentation to the State before the State and FEMA can adequately review any proposed project. Some projects require specific documentation depending upon the project type and its potential effects on the physical, biological and built environment. The following sections will help ensure you provide the necessary documentation for the project you are proposing. Each of the sections below will begin with a specific question, in which you will provide either a Yes, No, or Not Known response. In each section, **if you select Yes or Not Known for any of the answers, please indicate why in the comments section provided and any information about this project that could assist NEMA and FEMA in its review.**

### A. National Historic Preservation Act – Historical Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? ☒ No

If yes, you must confirm that you have provided the following:

- ☐ The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),
- ☐ A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),
- ☐ A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property(s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- ☐ Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.
- ☐ Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.
- ☐ For Acquisition/demolition projects affecting historic buildings or structures, have you provided any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition?
- ☐ List all Supporting Documentation Attached pertaining to Historic Buildings or Structures:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_

## VI. Environmental Documentation Continued

☐ Additional Comments regarding Historic Buildings and Structures: Not Applicable.

### B. National Historic Preservation Act – Archeological Resources

1. Does your project involve disturbance of ground? ☒ No

If Yes, you must confirm that you have provided the following:

- ☐ A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location
- ☐ The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- ☐ A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- ☐ Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribes cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.
- ☐ List all Supporting Documentation Attached pertaining to Archeological Resources:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- ☐ Additional Comments regarding Historic Buildings and Structures: \_\_\_\_\_

### C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project? ☒ No

If yes, you must confirm that you have provided the following:

- ☐ Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- ☐ Any request for information and associated response from the United States Fish and Wildlife Service (USFWS) or the Nebraska Game and Parks Commission, regarding potential listed species present and potential of the project to impact those species.

## VI. Environmental Documentation Continued

- ☐ List all Supporting Documentation Attached pertaining to the Endangered Species Act and Fish and Wildlife Coordination Act:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

- ☐ Additional Comments regarding Endangered Species Act and Fish and Wildlife Coordination Act:

2. Does your project remove or affect vegetation? ☒ No

If yes, you must confirm that you have provided the following:

- ☐ Description of the amount (area) and type of vegetation to be removed or affected.  
☐ A site map showing the project area and the extent of vegetation affected  
☐ Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- ☐ List all Supporting Documentation Attached pertaining to Vegetation:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

- ☐ Additional Comments regarding vegetation: \_\_\_\_\_

3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? ☐ Yes ☒ No ☐ Not Known

4. ☒ No Does the project impact the South Platte, North Platte or Platte River? The area of concern is from the Nebraska/Wyoming and the Nebraska/Colorado state lines to Chapman, NE. With any new project causing a rise or depletion to the target area project applications will be required to follow the Platte River Recovery and Implementation Program; the objective of which is to reduce target flow shortages. All offset measures shall be constructed and operated or implemented so that they do not cause additional shortages to either target flows or state-protected flows.

If yes, and project is not within an existing building, you must confirm that you have provided the following:

- ☐ A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).  
☐ Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect.

## VI. Environmental Documentation Continued

- ☐ A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- ☐ Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or the Nebraska Game and Parks Commission concerning any potential impacts if there is the potential for the project to affect any water body.
- ☐ List all Supporting Documentation Attached pertaining to Waterway or Water Body:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- ☐ Additional Comments regarding Waterway or Water Body near your project: \_\_\_\_\_

### D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

1. Will the project involve dredging or disposal of dredged material, excavating, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S." as identified by the US Army Corps of Engineers or on the National Wetland Inventory? ☐ Yes ☒ No ☐ Not Known

If Yes, you must confirm that you have provided the following:

- ☐ Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- ☐ Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements
- ☐ Evidence of alternatives considered to eliminate or minimize impacts to wetlands.
- ☐ List all Supporting Documentation Attached pertaining to Water Bodies or Wetlands
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- ☐ Additional Comments regarding Water Bodies or Wetlands for your project: \_\_\_\_\_

## VI. Environmental Documentation Continued

### E. Executive Order 11988 (Floodplain Management)

1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate in the comments section below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project.

☐ Comments regarding Executive Order 11988 (Floodplain Management): \_\_\_\_\_

2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects

☐ Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).

☐ Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways

☐ List all Supporting Documentation Attached pertaining to Altering Watercourse, Water Flow Patterns, or Drainage Ways:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

☐ Additional Comments regarding altering Watercourse, Water Flow Patterns, or Drainage Way for your project: \_\_\_\_\_

### F. Farmland Protection Policy Act

1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non- agricultural use? ☐ Yes ☒ No ☐ Not Known

☐ List all Supporting Documentation Attached pertaining to the Farmland Protection Policy Act:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

☐ Additional Comments regarding the Farmland Protection Policy Act and your project: \_\_\_\_\_

## VI. Environmental Documentation Continued

### G. RCRA and CERCLA (Hazardous and Toxic Materials)

1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- ☐ Comments and any relevant documentation
- ☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation
- ☐ List all Supporting Documentation Attached pertaining to Hazardous and Toxic Materials:
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
- ☐ Additional Comments regarding Hazardous and Toxic Materials and your project: \_\_\_\_\_

2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- ☐ Comments and any relevant documentation
- ☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation
- ☐ List all Supporting Documentation Attached pertaining to Studies, Investigations, or Enforcement Actions
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
- ☐ Additional Comments regarding Studies, Investigations, or Enforcement Actions related to your project: \_\_\_\_\_

3. Do any project construction or operation activities involve the use of hazardous or toxic materials? ☐ Yes ☒ No ☐ Not Known



If yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- ☐ Comments and any relevant documentation.
- ☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- ☐ List all Supporting Documentation Attached pertaining to Hazardous and Toxic Materials:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- ☐ Additional Comments regarding Hazardous and Toxic Materials related to your project: \_\_\_\_\_

4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- ☐ Comments and any relevant documentation.
- ☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- ☐ List all Supporting Documentation Attached pertaining to Current or Past Land Uses:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- ☐ Additional Comments regarding current or past land uses related to your project: \_\_\_\_\_

H. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? ☐ Yes ☒ No ☐ Not Known

If Yes, you must confirm that you have provided the following:

- ☐ Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- ☐ Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- ☐ List all Supporting Documentation Attached pertaining to Executive Order 12898 & your project:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- ☐ Additional Comments regarding Executive Order 12898: \_\_\_\_\_

I. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? ☐ Yes ☒ No

If yes, please provide a description of the requirements, issues or public involvement effort: \_\_\_\_\_

2. Are there controversial issues associated with this project? ☐ Yes ☒ No ☐ Not Known

If yes, please provide a description of the requirements, issues or public involvement effort: \_\_\_\_\_

3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? ☒ Yes ☐ No

If yes, please provide a description of the requirements, issues or public involvement effort: Project discussed in meetings of the City/County Interlocal Emergency Management Committee, and numerous open meetings of the Grand Island City Council and Hall County Board.

- ☐ List all Supporting Documentation Attached pertaining to Other Environmental/Historic Preservation Issues:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- ☐ Additional Comments regarding other Environmental/.Historic Preservation Issues: \_\_\_\_\_

J. Summary and Cost of Potential Impacts

1. Having answered the questions in parts A. through I., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? ☐ Yes  
☒ No

If yes, you must confirm that you have:

- ☐ Evaluated these potential effects and provided the materials required in Parts A through I that identify the nature and extent of potential impacts to environmental resources and/or historic properties.
- ☐ Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.
- ☐ Considered alternatives that could minimize both the impacts and the cost of the project.
- ☐ Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.
- ☐ List all Supporting Documentation Attached pertaining to potential impacts:
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
- ☐ Please enter additional Comments here: \_\_\_\_\_

## **VII. Maintenance Schedule and Associated Costs**

- A. Provide a maintenance schedule including cost information: Sirens are tested twice monthly (1<sup>st</sup> and 15<sup>th</sup> day of each month) for effective operations.
1. Identify entity that will perform any long-term maintenance: Hall County/Grand Island Emergency Management Department will pay all fees for electrical service, repair and maintenance of the new equipment.
2. If the entity/responsibly party for regular long-term maintenance is different than the entity signing and certifying this application, please attach a letter from the entity accepting performance responsibility. Check the appropriate box below:
- ☐ Yes, letter is attached from responsibly entity/party identified above.
- ☒ No a maintenance letter is not attached. If FEMA approves this application, the entity certifying this application is responsible for long-term maintenance for the proposed mitigation project.

3. Additional Maintenance Comments: \_\_\_\_\_

**VIII. Alternative Actions** (This application will not be reviewed if this section is incomplete)

A. It is important to demonstrate that you have balanced engineering feasibility, cost, and avoidance of adverse environmental impacts considering a range of reasonable alternatives. The section below will help you document the process in which you have selected the most feasible alternative. Describe the **process** you used to decide that this project is the best solution to the problem. Below are some sample questions to consider as you write your narrative in the following comments section:

- Have you considered the risks to critical facilities and structures and benefits to be obtained by mitigating this vulnerability?

Yes. While warning systems do not provide significant structural protection for facilities, they do provide timely information to the public to take protective actions for themselves and their property.

- Have you considered those areas or projects that present the greatest opportunities given the current situation and interest in your community?

Yes, we have identified the need to ensure the continuation of our outdoor warning siren.

**VIII. Alternative Actions continued**

Yes, these warning sirens have been successfully used to warn and inform the public for over 30 years. They are a trusted, necessary part of the County's warning and public information system.

- Are you addressing a symptom or the source of the problem?  
Addressing the source of the problem is a long-term solution which provides the most mitigation benefits.

Yes, the City and County recognize the need to replace and maintain emergency warning equipment. The rapid nature at which these sirens are anticipated to fail as they reach their life span threatens to outpace the ability to fund these replacements.

- If impacts to the environmental/historic preservation, natural, cultural, or historic resources have been identified, explain how your alternatives and proposed project avoid, minimize, or mitigate these impacts.

No environmental/historic preservation, natural, cultural or historic resources have been identified to be affected by this project.

Process in which the proposed project was determined the best solution to the problem:

Outdoor warning devices such as sirens are a proven method of warning the public, particularly in areas of outdoor public gatherings, schools, and neighborhoods. Historically, sirens have played a vital role in emergency notification systems nationwide.

- B. You are required to show at least two alternatives to the project you are proposing, one as a default is a “No Action Alternative”. List two feasible alternative projects to mitigate the hazards faced in the project area.

1. **No Action Alternative**

Provide discussion of the impacts on the project area if no action is taken: If no action is taken, then sirens will continue to fail at an increasing rate as they reach their end-of-life and areas of the county will be left without outdoor warning devices.

2. **Other Feasible Alternative:** \_\_\_\_\_

Discuss viable and practicable alternatives to the project including scope of work, engineering details (if applicable), estimated budget and the impacts of this alternative.

a. Other Feasible Project Description and Scope of Work

Describe, in detail, the proposed project. Also, explain how the proposed project will solve the problem(s) and/or provide protection from the hazard(s).

The City of Grand Island and Hall County wish to maintain this outdoor warning system and generally budget for the replacement of one siren per year. If grant funds are not found to amplify this local contribution, the department will continue this project one siren at a time. However, this will result in a far slower replacement timeline. This slower replacement schedule will quickly be outpaced by an increasing rate of siren failure anticipated in the near future as sirens reach and exceed 30 years of operations.

b. Other Feasible Project Location

Sirens are located on existing properties where easements, electricity and access have facilitated the installation of current sirens. Other feasible locations may exist, but don't measurably improve siren coverage. Slight locations changes may be made where relocation of a siren is a wiser course of action and will provide more adequate coverage and better access for testing

and servicing. As always, placement on easements, with access to electricity and other factors, govern these choices.

- ☐ Attach a map or diagram showing the alternative site in relation to the proposed project site.
- ☐ Photographs of alternative site

Attach copy of each site photograph here  
(Use additional pages as needed)

CLEARLY LABEL EACH PHOTO

### VIII. Alternative Actions Continued

- c. Funding Sources (round figures to the nearest dollar) The maximum FEMA share for a HMGP project is 75%. The other 25% must be paid by the local sponsor. Note: You cannot match federal funds with federal funds; the only exception is Community Development Block Grant (CDBG).

Funding Sources for the ALTERNATIVE Project	Funding Amount	Percentage of Total Cost
Federal Share (Estimated FEMA Share)	\$ 0.00	0 %
Non-Federal Share (See below for required details to document)	\$ 60,000.00	100%
<b>TOTAL Estimated Alternative Project Cost</b>	<b>\$ 60,000.00</b>	<b>100%</b>

**Non-Federal Share Information** (Use Source 1, additional source space is available if multiple sources would contributing to the alternative project (Source 2).

	Description	Source 1	Source 2	Comments (Specify Other Source)
4.	Source Agency:	<u>Local Agency</u>	<u>Select...</u>	
5.				
6.	Source Name of Non-Federal Share	<u>Hall County /</u> <u>Grand Island</u> <u>EMA</u>		
7.	Type of Non-Federal Share:	<u>Cash</u>	<u>Select...</u>	

- d. Impacts of Other Feasible Alternative Project

Discuss the impact of this alternative on the project area.  
Include comments on these issues: Environmental Justice;

Endangered Species; Wetlands; Hydrology (Upstream and Downstream Impacts); Floodplain/Floodway; Historic Issues; Hazardous Materials. \_\_\_\_\_

**IX. Approval Stipulations:**

**1. If the proposed project receives FEMA approval:**

- a. And the federal share of less than \$1,000,000, does the Applicant or State desire a press release for the project?

Applicant: ☒ Yes      ☐ No      ☐ Not Applicable      ☐ No Preference  
State: ☐ Yes      ☐ No      ☐ Not Applicable

- b. Does the applicant or State desire FEMA to notify the appropriate Congressional offices?

Applicant: ☒ Yes      ☐ No  
State: ☐ Yes      ☐ No

**X. Certifications:**

To the best of my knowledge and belief, all data in this application is true and correct. The governing body of the applicant has duly authorized this document, and hereby applies for assistance documented in this application. By signing this document you will act as the applicant's agent in the performance of this grant. Also, the applicant understands that construction on the project may not proceed until FEMA approval is granted.

\_\_\_\_\_  
Typed name of Authorized Representative/Applicant Agent

\_\_\_\_\_  
Title

(\_\_\_\_\_) -  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Representative/Applicant Agent

\_\_\_\_\_  
Date Signed

<b>All Hall County Outdoor Warning Sirens</b>				
<u>Siren</u>	<u>Description</u>	<u>Latitude / Longitude</u>	<u>Year</u>	<u>Model</u>
1	Alda, Village of North - Vine Street - North of Highway 30	N40 52.227 W98 28.054	1981	3T22
2	Alda, Village of South - Between Mercury & Jupiter	N40 51.559 W98 27.891	1981	3T22
3	Cairo, Village of - 300 South High St.- Behind Senior Citizen Center	N41 00.023 W98 36.474	1981	3T22
4	Doniphan, Village of - Fire Station	N40 46.406 W98 22.181	1981	3T22
5	Wood River - Central - 100 West 10th St - Fire Station	N40 49.297 W98 36.123	1979	1003
6	Wood River - South 100 E - Fourth & Main	N40 49.024 W98 36.061	1992	2T
7	Arizona & Northwest (Right of Way)	N40 57.205 W98 24.740	1992	STH10
8	George Park - Macron & Kay	N40 56.562 W98 24.186	1981	1000T
9	West 13th Street - 4222 West 13th Street	N40 55.905 W98 24.501	1981	1000T
10	Indian Acres - West Old Potash Hwy (Alley north of Sioux St.	N40 55.154 W98 24.529	1981	2T
11	700 Mabel Drive - (Between Edna & Lillie; West of North Road)	N40 54.719 W98 24.120	1981	1000T
12	Husker Highway & North Road (Right of Way)	N40 53.284 W98 23.858	1991	2001
13	Anna & Broadwell - 1700 Block of West Anna (Alley City Property)	N40 54.724 W98 21.189	1981	1000T
14	Amick Acres - West of Doniphan		1992	STH10
15	Ryder Park - 2700 West North Front St	N40 55.221 W98 22.327	1979	1000T
16	3436 South Locust - Across from Walmart	N40 53.138 W98 20.398	1981	2T22
17	Bismark between Stuhr & Shady Bend Road - Hooker Brothers	N40 54.991 W98 18.769	1991	2001
18	4th Street & Congdon - 1500 E 4th St.	N40 56.088 W98 19.603	1981	1000T
19	1800 Block of N Hancock (Just North of Kingston & Hancock)	N40 56.238 W98 22.409	1981	1000T
20	Kuesters Lake - 4300 East Bismark Road - Eagle Lake Road & Bismark	N40 54.957 W98 17.572	1981	1000T
21	West Park Plaza - Trailer Court West Highway 30 - behind 128 West Lane	N40 53.621 W98 25.251	1981	2T
22	Highway 30 & Claude Road - Cardinal Drive (Right of Way)	N40 54.752 W98 23.284	1991	2001
23	West Highway 30 - East of Casey's	N40 53.927 W98 24.294	1981	1000T



24	Hidden Lakes - Pintail	N40 55.617 W98 17.235	1993	STH10
25	Grand Island Rural Fire - 2009 West Highway 34	N40 53.222 W98 22.133	1981	3T22
26	2926 West Stolley Park Road	N40 54.157 W98 22.064	1979	1000T
27	Highway 281 & Capital Avenue - Northwest Corner	N40 56.803 W98 23.038	1981	2T22
28	Lafayette & Capital - Veterans Home Property	N40 56.773 W98 21.879	1992	STH10
29	Knickrehm School - 2013 North Oak Street - (20th & Plum, on school property)	N40 56.664 W98 20.808	1981	1000T
30	Howard School - 503 West 10th Street - On School Property	N40 55.908 W98 21.003	1981	1000T
31	Starr School - 315 Wyandott - On School Property	N40 53.858 W98 20.451	1980	1000T
32	Dodge School - 641 South Oak - On School Property	N40 55.079 W98 20.011	1981	1000T
33	City Hall County		1981	2T
34	Lincoln School - 610 East 8th - Corner 8th & Beal	N40 56.123 W98 20.113	1981	2T
35	Seedling Mile School - 2308 East Seedling Mile Road - On School Property	N40 55.853 W98 18.310	1981	2T22
36	Meadow Lane - Off of Stuhr Road		1993	5T
37	Airport - Central Nebraska Region Airport - Airport Managers Office		1981	1003
38	Ponderosa Subdivision – James Rd. & Ponderosa Dr.		2007	

**\*\*Is appropriate certification (a letter or resolution) included with your application that matching funds will be available to fund the non-federal share of the proposed project?**

**This Page Intentionally Left Blank**

R E S O L U T I O N   2010-8

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Federal Emergency Management Agency and Nebraska Emergency Management Agency for a Hazard Mitigation Program Grant; and

WHEREAS, the Federal Emergency Management Agency and Nebraska Emergency Management Agency are presently accepting grant applications for hazard mitigation; and

WHEREAS, a grant application has been prepared to request funding to conduct an Outdoor Warning Siren Replacement and Installation Project for the City of Grand Island and other Hall County Communities; and

WHEREAS, Council previously adopted resolution 2009-283 authorizing a three-year project with a grant total of \$180,000 and a 25% match of \$45,000, and

WHEREAS, NEMA subsequently instructed that the grant should be structured around a one-year term, and

WHEREAS, a modified \$45,000 grant is being requested to fund the program, and

WHEREAS, the required 25% cash match of \$15,000 will be provided by the City.

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

1. The City of Grand Island, Nebraska is hereby authorized to apply for financial assistance from the Federal Emergency Management Agency and Nebraska Emergency Management Agency for the purpose of conducting a Outdoor Warning Siren Replacement and Installation Project for the City of Grand Island and other Hall County Communities; and.
2. The Mayor is hereby authorized and directed to execute such grant application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item G11**

**#2010-9 - Approving Contract for Vending Machine Services at  
City Hall**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 12, 2010

**Subject:** Approving Contract for Vending Machine Services at City Hall

**Item #'s:** G-11

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

## **Background**

City Hall has contracted with VVS, Inc./Coca-Cola Bottling Company for their vending service needs in City Hall for several years. Request for Quotes were sought on December 24, 2009. Two companies submitted quotes.

## **Discussion**

The quotes submitted for the vending machine services for City Hall have been reviewed by Dale Shotkoski, Assistant City Attorney/Purchasing Agent and RaNae Edwards, City Clerk. The term of the contract will be for five (5) years beginning January 1, 2010 and will expire on December 31, 2014.

## **Alternatives**

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

1. Move to approve the Contract with VVS, Inc., Cozad, Nebraska for vending machine services at City Hall.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve the contract with VVS, Inc. of Cozad, Nebraska for the vending machine services at City Hall for five (5) years.

## **Sample Motion**

Motion to approve the contract with VVS, Inc. of Cozad, Nebraska for vending machine services at City Hall for five (5) years.

## **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **VVS, Inc., COZAD, NEBRASKA** hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA** hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the city has caused contract documents to be prepared for vending machine services; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the quotes submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's quote, a copy thereof being attached to and made a part of this contract;

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all equipment, transportation, and other materials, and services; and (b) provide and perform all necessary labor as outlined in the quote attached.

ARTICLE II. The Contractor agrees to comply with all applicable State Fair Labor Standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R. R. S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis or race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug free workplace policy and will provide a copy of the policy to the City upon request.

ARTICLE III. The term of this contract will be for five (5) years beginning January 1, 2010 through December 31, 2014, and upon approval by the Mayor and City Council of the City of Grand Island, Nebraska.

**VVS, Inc.**

By\_\_\_\_\_

Date\_\_\_\_\_

Title\_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By\_\_\_\_\_

Date\_\_\_\_\_

Mayor

Attest:\_\_\_\_\_

City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_

Attorney for the City

Date\_\_\_\_\_



RESOLUTION 2010-9

WHEREAS, the City of Grand Island invited quotes for Vending Machine Services at City Hall, according to the City's Request for Quotes on file with the City Clerk; and

WHEREAS, quotes were due on December 24, 2009; and

WHEREAS, VVS, Inc. of Cozad, Nebraska, submitted a quote in accordance with the terms of the request for quotes; and

WHEREAS, the compensation derived by VVS, Inc. would be only that generated from individual purchases of vending machine products; and

WHEREAS, no compensation will be provided to VVS, Inc. by the City, and the City will have no responsibility for the operations of the vending machines; and

WHEREAS, a proposed contract 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 quote from VVS, Inc. of Cozad, Nebraska, is hereby accepted and approved as the best quote submitted for such vending services; and that the contract by and between the City and such vendor is hereby approved, and the Mayor is hereby authorized and directed to sign such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G12

**#2010-10 - Approving Bid Award for One (1) 2010 Four Wheel  
Drive Front End Loader (Solid Waste Division)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** January 12, 2010

**Subject:** Approving Bid Award for One (1) 2010 Four Wheel Drive Front End Loader (Solid Waste Division)

**Item #'s:** G-12

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

## **Background**

On December 5, 2009 the Solid Waste Division of the Public Works Department advertised for a 33,000 Pound Four Wheel Drive Front End Loader. There were five (5) potential bidders. Funds for the loader were in the approved 2009/2010 budget on page 231.

## **Discussion**

Bids were received and opened on December 22, 2009. The Solid Waste Division of the Public Works Department reviewed the bids that were received. The loader bid by NMC Inc. of Doniphan, NE meets all of the specifications and based on an anticipated 4-year ownership, is the machine with the lowest net cost of ownership. The bid from Fairbanks Equipment was an incomplete bid. Neither of the qualifying bidders noted any exceptions.

<b>Bidder</b>	<b>Base Price</b>	<b>Repurchasing Agreement</b>	<b>Net Cost of Ownership</b>
NMC Inc. of Doniphan, NE	\$203,157.00	4 yrs or 4,000 hrs = \$108,500.00	\$94,657.00
Murphy Tractor & Equipment Co. of Grand Island, NE	\$199,500.00	4 yrs or 4,000 hrs = \$65,000.00	\$134,500.00
Fairbanks Equipment of Grand Island, NE	\$189,576.00	*N/A	N/A

\*Fairbanks Equipment of Grand Island is not willing to offer repurchasing agreement

The specifications used base price minus a guaranteed buy back price in a repurchasing agreement to reflect the net cost of ownership. The specifications also asked each bidder to submit a price to purchase the City's trade-in loader. The trade-in prices are listed as follows:

NMC Inc.	\$91,819
Murphy Tractor & Equipment	\$60,000
Fairbanks Equipment	\$80,000

Since NMC Inc.'s bid for trade-in matched the dollar amount in the repurchasing agreement and was higher than the trade-in amount bid by other bidders, the repurchase agreement with NMC Inc. will be used for the trade-in.

This unit is a front-line piece of equipment for the Solid Waste Division and is used in the daily operations of the transfer station primarily for pushing solid waste and loading the waste into semi-trailers for transport to the landfill. It is important to continue the scheduled replacement of these machines in order to prevent unnecessary down-time so that the Division can continue to serve the commercial haulers and residential customers without interruption. The guaranteed repurchase agreement has proven to be very cost effective and has worked extremely well for us. The Division will operate this machine for approximately \$23.50 per hour, which includes a bumper-to-bumper warranty and all service and repair work to be completed by NMC Inc. for four years.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of the Four Wheel Drive Front Loader from NMC Inc.

### **Sample Motion**

Move to approve purchase of the Four Wheel Drive Front Loader from NMC Inc.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 22, 2009 at 11:00 a.m.

**FOR:** (1) 2010 33,000 Pound Four Wheel Drive Front End Loader

**DEPARTMENT:** Public Works

**ESTIMATE:** \$230,000.00

**FUND/ACCOUNT:** 50530040-85615

**PUBLICATION DATE:** December 5, 2009

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<u>Fairbanks</u> Grand Island, NE	<u>Murphy Tractor</u> Grand Island, NE
<b>Bid Security:</b>	Federated Mutual Ins. Co.	Sentry Insurance
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$189,576.00	\$199,500.00
<b>Trade-In:</b>	\$ 80,000.00	\$ 60,000.00

<b>Bidder:</b>	<u>Nebraska Machinery Company</u> Doniphan, NE
<b>Bid Security:</b>	Travelers Casualty
<b>Exceptions:</b>	None
<b>Bid Price:</b>	\$203,157.00
<b>Trade-In:</b>	\$ 91,819.00

cc: Steve Riehle, Public Works Director  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator

Catrina DeLosh, PW Admin. Assist.  
Wes Nespor, Purchasing Agent  
Jeff Wattier, Solid Waste Supt.



RESOLUTION 2010-10

WHEREAS, the City Of Grand Island invited sealed bids for one (1) 2010 Four Wheel Drive Front End Loader, according to plans on file with the Public Works Department; and

WHEREAS, on December 22, 2009 bids were received, opened and reviewed; and

WHEREAS, NMC Inc. of Doniphan, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, at a base price of \$203,157.00, with a Repurchasing Agreement amount of \$108,500.00, for a net cost of ownership of \$94,657.00; and

WHEREAS, the bid of NMC Inc. is less than the estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of NMC Inc. of Doniphan, Nebraska, at a base price of \$203,157.00, with a Repurchasing Agreement amount of \$108,500.00 for a 2010 Model 33,000 pound Four Wheel Drive Front End Loader is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G13

**#2010-11 - Approving Maintenance Agreement No. 12 Renewal  
with the Nebraska Department of Roads**

Staff Contact: Steven P. Riehle, Public Works Director



# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** January 12, 2010

**Subject:** Approving Maintenance Agreement No. 12 Renewal  
with the Nebraska Department of Roads

**Item #'s:** G-13

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

## **Background**

Each year the City and the Nebraska Department of Roads enter into an agreement for the maintenance of Highways within the City Limits. The certification that calendar year 2009 work was performed by the City is being approved at tonight's meeting. The agreement for 2010 has been prepared. The content and scope of the agreement is the same as that of previous years, because the highways and city limits have not changed.

## **Discussion**

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2010 will be a payment to the City of \$36,198.30.

## **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**

Public Works Administration recommends that the Council pass a Resolution approving Maintenance Agreement No. 12.

### **Sample Motion**

Move to approve Maintenance Agreement No. 12 for 2010.



## AGREEMENT RENEWAL

Maintenance Agreement No. 12  
Maintenance Agreement between the Nebraska Department of Roads and the  
Municipality of Grand Island  
Municipal Extensions in Grand Island

We hereby agree that Maintenance Agreement No. 12 described above be renewed for  
the period January 1, 2010 to December 31, 2010.

All figures, terms and exhibits to remain in effect as per the original agreement dated  
January 1, 2006.

In witness whereof, the parties hereto have caused these presents to be executed by  
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_ ,

ATTEST: City of \_\_\_\_\_

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

\_\_\_\_\_  
*Mayor*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_ ,

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Roads*

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
**(Streets Designated Part of the State Highway System excluding Freeways)**

**Maintenance Responsibility**

Neb. Rev. Stat. § 39-2105

<b><u>Maintenance Operation</u></b>	<b><u>Metropolitan</u></b>	<b><u>Primary</u></b>	<b>1<sup>st</sup> Class</b>	<b>2<sup>nd</sup> Class</b>
Neb. Rev. Stat. § 39-1339	<b><u>Cities</u></b>	<b><u>Cities</u></b>	<b>Cities</b>	<b>Cities &amp; Villages</b>
	(Omaha)	(Lincoln)		
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Dept.	Dept.	Dept.
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Dept.
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Dept.	Dept.	Dept.

**Maintenance Responsibility**

Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<b><u>Maintenance Operation</u></b>	<b>Metropolitan</b>	<b>Primary</b>	<b>1<sup>st</sup> Class</b>	<b>1<sup>st</sup> Class</b>	<b>2<sup>nd</sup> Class</b>
Neb. Rev. Stat. § 39-1339	<b>Cities</b>	<b>Cities</b>	<b>Cities</b>	<b>Cities</b>	<b>Cities</b>
	(Omaha)	(Lincoln)	> 40,000	< 40,000	
Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways	City	City	City	Dept.	Dept.
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.	City	City	City	City	City
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Dept.	Dept.
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Dept.	Dept.

EXHIBIT "B"  
City of GRAND ISLAND

Pursuant to Sections 1a, 1b, 1c, 8a, 8b, 8c and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the STATE agrees to pay to the CITY the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the STATE'S responsibility for surface maintenance within the City Limits is 32.42 lane miles.

$32.42 \text{ lane miles} \times \$1900.00 \text{ per lane mile} = \$61,598.00$  due the CITY for surface maintenance.

From Exhibit "A" it is determined that snow removal within City Limits is the responsibility of the CITY. The CITY agrees to pay the STATE the sum of \$375.00 per lane mile for snow removal on those sections of highway within City Limits as listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the CITY'S responsibility for snow removal within the City Limits is 43.06 lane miles.

$43.06 \text{ lane miles} \times \$375.00 = \$16,147.50$  due the STATE for snow removal.

$\$61,598.00 - \$16,147.50 = \$45,450.50$  due the CITY and payable as per Section 8d.

EXHIBIT "C"

City of GRAND ISLAND

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2105

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	4	4.88	**2.44	2.44
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	4	4.88	**2.44	2.44
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.53	232.77	0.24	2	0.48	*0.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 & 281 No. Corporate Limits	US 281	67.45	67.94	.49	4	1.96	*1.96**	
		68.20	72.60	4.40	4	17.60	*17.60**	
TOTALS						68.78	51.74	17.04

\*\*32.42 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE

\*43.06 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR

RESOLUTION 2010-11

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Roads for the term January 1, 2010 through December 31, 2010 is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
January 7, 2010	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G14

**#2010-12 - Approving the Certificate of Compliance with the  
Nebraska Department of Roads for Maintenance Agreement No.  
12; Calendar Year 2010**

Staff Contact: Steven P. Riehle, Public Works Director



# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** January 12, 2010

**Subject:** Approving the Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2009

**Item #'s:** G-14

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

## **Background**

The City of Grand Island and the Nebraska Department of Roads have an agreement for the maintenance of state highways within the city limits. Maintenance responsibilities for state highways within the corporate city limits are defined by state statute.

The Nebraska Department of Roads (NDOR) is responsible for the cost of the maintenance of the highway lanes through a community and the City is responsible for the cost of the maintenance of any highway widening including parking, additional thru lanes or left turn lanes. The statutes provide that the NDOR is to reimburse the City for work the City performs on NDOR's highway lanes.

## **Discussion**

The agreement requires the City to certify that it has completed the maintenance work required by the agreement for the 2009 calendar year.

The NDOR performs snow removal on NE Highway 2, US Highway 281, US Highway 34, and a portion of US Highway 30 from the west city limits to Johnstown Road. The City performs snow removal on US Highway 30 from Johnstown Road through town to the east city limits at Shady Bend Road. The City performs the surface maintenance on all state highways within the city limits. The net result of this exchange of services is a payment by the Nebraska Department of Roads to the City of Grand Island in the amount of \$36,198.30.

## **Alternative Motions**

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

1. Move to approve a resolution authorizing the Mayor to sign the Certificate of Compliance.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

Public Works Administration recommends that the Council pass a resolution authorizing the Mayor to sign the Certificate of Compliance.

## **Sample Motion**

Move to approve the Certificate of Compliance for Maintenance Agreement No. 12.



## CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 12  
Maintenance Agreement between the Nebraska Department of Roads and the  
Municipality of Grand Island  
Municipal Extensions in Grand Island

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Wesley Wahlgren, Department of Roads, Grand Island, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_  
*Mayor*

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Roads*

### For Office Use Only

Agreement No.: \_\_\_\_\_  
Pay/Bill Code: \_\_\_\_\_  
Contractor No.: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

RESOLUTION 2010-12

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, the City has complied with all surface maintenance work for the calendar year 2009 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the State will reimburse the City for maintenance work performed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has complied with the terms of Maintenance Agreement No. 12 for calendar year 2009; and the Mayor is hereby authorized and directed to execute the Certificate of Compliance for such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
January 7, 2010	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G15

**#2010-13 - Approving Certificate of Final Completion for the  
Demolition and Disposal of Concrete for Anaerobic Digestion Site  
at Wastewater Treatment Plant**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** January 12, 2010

**Subject:** Approving Certificate of Final Completion for the Demolition and Disposal of Concrete for Anaerobic Digestion Site at Wastewater Treatment Plant

**Item #'s:** G-15

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

## **Background**

Hooker Brothers Construction Company of Grand Island, Nebraska was awarded a \$31,500.00 contract at the September 22, 2009 council meeting. The contract was for the demolition and disposal of concrete for the Anaerobic Digestion site at the Wastewater Treatment Plant.

## **Discussion**

The removal of concrete was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed at a construction cost of \$31,500.00, plus publication costs of \$51.08, for a grand total of \$31,551.08.

## **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**

Public Works Administration recommends that the Council approve the Certificate of Final Completion for demolition and disposal of concrete for Anaerobic Digestion site at the Wastewater Treatment Plant.

## **Sample Motion**

Move to approve the Certificate of Final completion for demolition and disposal of concrete for Anaerobic Digestion site at the Wastewater Treatment Plant.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

For Demolition and Disposal of Concrete for Anaerobic Digestion Site  
At  
Waste Water Treatment Plant  
December 30, 2009

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

This is to certify that the demolition and disposal of concrete for the Anaerobic Digestion Site has been completed by Hooker Brothers Construction Company of Grand Island, Nebraska under contract, approved by the City Council on September 22, 2009 & dated September 23, 2009. The work was completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

**DEMOLITION AND DISPOSAL OF CONCRETE FOR ANAEROBIC DIGESTION SITE is located at Waste Water Treatment Plant.**

Grand Island Daily Independent Ad to Bidders	\$ 51.08
--	----------

Demolition and Disposal of Concrete	\$ 31,500.00
-------------------------------------	--------------

<b>TOTAL COST</b>	<b>\$ 31,551.08</b>
-------------------	---------------------

<b>TOTAL COST OF DEMOLITION AND DISPOSAL OF CONCRETE FOR ANAEROBIC DIGESTION SITE</b>	<b>\$31,551.08</b>
---	--------------------

Respectfully submitted,

Steven P. Riehle, P.E.  
Director of Public Works.



January 12, 2010

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

I hereby recommend that the Engineer's Certificate of Final Completion for Demolition and Disposal of Concrete for Anaerobic Digestion Site be approved.

Respectfully submitted,

Margaret Hornady  
Mayor

RESOLUTION 2010-13

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Completion on the project for demolition and disposal of concrete for the Anaerobic Digestion site at the Waste Water Treatment Plant, certifying that Hooker Brothers Construction Company of Grand Island, Nebraska, under contract, has completed the work; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for demolition and disposal of concrete for Anaerobic Digestion site is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G16

**#2010-14 - Approving Addendum Number 1 to the Agreement for  
Primary Clarifier Mechanism Replacement at the Waste Water  
Treatment Plant**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** January 12, 2010

**Subject:** Approving Addendum Number 1 to the Agreement for Primary Clarifier Mechanism Replacement at the Waste Water Treatment Plant

**Item #'s:** G-16

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

## **Background**

The Waste Water Division of the Public Works Department on November 9, 2009 presented, by Resolution Number 2009-293, to the City Council of the City of Grand Island an agreement with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa for Project WWTP-2010-2.

## **Discussion**

In negotiating responsibilities and timing of property insurance for the project, the Wastewater Division, in the interests of the project and all parties, is proposing addendum number 1. Addendum Number 1 outlines the contractor's requirement to carry property insurance for the duration of the project until final completion. At the final completion of the project the city's property insurance shall take over.

The cost associated in providing the expanded insurance by the contractor is \$290.00. The recommended charges regarding the insurance are shown on the addendum with a line drawn through deletions and an underline for additions.

## **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 Addendum Number 1 with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa.

### **Sample Motion**

Move to approve Addendum Number 1 with Oakview Construction, Inc.

**ADDENDUM NUMBER 1 TO THE CONTRACT DOCUMENTS FOR PRIMARY  
CLARIFIER MECHANISM REPLACEMENT  
PROJECT WWTP – 2010 - 2**

**General Provisions**

**A. This Document Controlling.** To the extent that there are conflicting provisions between this document and the agreement between The City of Grand Island and Oakview Construction, Inc., this document controls.

**B. Modifications and Deletions.** The following provisions are deleted or modified from original agreement for the contract documents for Primary Clarifier Mechanism Replacement, Project WWTP – 2010 - 2; Dated November 10, 2009 as follows:

- (i) **Project Manual; General Conditions of the Contract; Page i of iv; Article 5 – BONDS AND INSURANCE; 5.06 Property Insurance; remove strikethrough in the words “Property Insurance”.**
- (ii) **Project Manual; General Conditions of the Contract; Page 23 of 75; Article 5 – BONDS AND INSURANCE; 5.06 Property Insurance; Add new paragraphs 5.06, 5.07, 5.08, 5.10 and title; as stated:**

**5.06. Property Insurance.**

A. Contractor, with sole liability for payment of premiums, shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

- 1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultant, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
- 2. be written on a Builder's Risk “all-risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, flood, and damage caused by frost and freezing;
- 3. include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer, with 30 days' written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued, and shall contain waiver provisions in accordance with Paragraph 5.07.
- C. If Owner requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order. Prior to commencement of the Work at the Site, Contractor shall in writing advise Owner whether or not such other insurance has been procured by Contractor.

#### 5.07. Waiver of Rights.

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, Engineer, Engineer's Consultant, as loss payees (and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultant, and all other individuals or entities listed as loss payees (and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for

losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, Engineer, Engineer's Consultant, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy covering any loss, damage, or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Owner, Contractor, Subcontractors, Engineer, Engineer's Consultant, or the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them.

#### 5.08. Receipt and Application of Insurance Proceeds.

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.



5.10. Partial Utilization, Acknowledgment of Property Insurance.

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.05 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

(iii) **Project Manual; Section 0500, Agreement; Page 3 of 10; Article 4 – CONTRACT PRICE; Add modifications ; as stated:**

Article 4 - CONTRACT PRICE

4.01 That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum of the amounts determined pursuant to Paragraphs ~~4.01.F~~ **4.01.G** below, or as modified contractually in accordance with General Conditions for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

A. Lump Sum Bid Price for Base Bid	(\$ 602,400.00)
B. Owner has elected to ( <del>accept</del> ) (reject) Bid Alternate A.	(\$ -17,500.00)
C. Owner has elected to ( <del>accept</del> ) (reject) Bid Alternate B.	(\$ -20,800.00)
D. Owner has elected to ( <del>accept</del> ) (reject) Bid Alternate C.	(\$ -6,000.00)
E. Owner has elected to ( <del>accept</del> ) (reject) Bid Alternate D.	(\$ -11,326.00)
<b>F. Property Insurance</b>	<b>(\$ 290.00)</b>

~~F.~~ For all Work a Lump Sum of:

~~Six Hundred Two Thousand Four Hundred Dollars and No Cents~~

(use words)

(\$ 602,400.00 )

(use figures)

**G. For all Work a Lump Sum of:**

**Six Hundred Two Thousand Six Hundred Ninety Dollars and No Cents**

(use words)

(\$ 602,690.00 )

(use figures)

**IN WITNESS WHEREOF**, owner and contractor have executed this Addendum Number 1.

City of Grand Island, Nebraska  
OWNER

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

Name: Margaret Hornady

Title: Mayor

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

Oakview Construction, Inc.  
CONTRACTOR

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest:

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

Approved as to Form \_\_\_\_\_  
January 12, 2010      City Attorney

## RESOLUTION 2010-14

WHEREAS, on November 9, 2009, by Resolution Number 2009-293, the City Council of the City of Grand Island approved the agreement with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa for the contracting services associated to Project WWTP-2010-2 Primary Clarifier Mechanism Replacement for City of Grand Island, Wastewater Division; and

WHEREAS, city staff has negotiated the responsibilities for property insurance requirements throughout the construction project with engineering consultant, and contractor: and

WHEREAS, city staff has negotiated Addendum Number 1 with the contracting firm, Oakview Construction, Inc to modify the scope of the original contract with appropriation of additional funds in providing property insurance; and

WHEREAS, it has been determined that it is in the best interest of the City of Grand Island to enter into Addendum Number 1 with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa; and

WHEREAS, the negotiated Addendum Number 1, and the fee for such contracting services of \$290.00 is considered fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Addendum Number 1 with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa, in the amount of \$290.00 for furnishing property insurance for WWTP-2010-2 Primary Clarifier Mechanism Replacement is hereby approved for an adjusted contract price of \$602,690.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form  
January 11, 2009

---

City Attorney



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item G17**

**#2010-15 - Approving Rental Property Rehabilitation Lien Release**

**Staff Contact: Barbara Quandt**

# **Council Agenda Memo**

**From:** Barbara Quandt, Community Development

**Meeting:** January 12, 2010

**Subject:** Rental Property Rehabilitation Lien Release

**Item #'s:** G-17

**Presenter(s):** Barbara Quandt, Community Development Administrator

## **Background**

In 1995 a rehabilitation loan agreement was entered into between the City Of Grand Island and property owners, Theodore C. Molczyk, Jean Ann Molczyk, Helen K. Strehle, and Richard J. Strehle and recorded on February 28, 1995 with the Hall County Register of Deeds as Instrument No. 95-101115. A Rental Property Rehabilitation Lien was signed for property located at 216 E. 2<sup>nd</sup> St. for a forgivable rental rehabilitation loan. This program was funded with monies received by the Community Development Division for the City of Grand Island.

## **Discussion**

This lien was created for the purpose of assuring the compliance of the Borrower with terms and conditions of the loan. The loan was created for the purpose of rehabilitating, preserving and enhancing rental dwelling units in the project in accordance with the rules and procedures of the Rental Rehabilitation Program. The terms of this lien were to continue until the balance due was paid in full, or for a period ending on the first day of the month, first occurring ten (10) years after the completion of the project.

The borrowers have satisfactorily completed all requirements and conditions of the Rental Property Rehabilitation Lien and are requesting that City Council authorize the Mayor to sign the release for said Lien.

## **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 request to authorize the Mayor to sign the release of the Rental Property Rehabilitation Lien on the property located at 216 E. 2<sup>nd</sup> St.

### **Sample Motion**

Move to approve the request to authorize the Mayor to sign the release of the Rental Property Rehabilitation Lien.

\* This Space Reserved for Register of Deeds \*

RELEASE OF LIEN

In consideration of the satisfactory performance of all obligations by the borrowers, the City of Grand Island, Nebraska does hereby release the Rental Property Rehabilitation Lien filed on the real estate located at 216 East Second Street, Grand Island, Nebraska, more particularly described as follows:

The Easterly two-thirds (E2/3) of Lot Six (6) and all of Lot Seven (7), Block Sixty-eight (68) of the Original Town, Now City of Grand Island, Hall County, Nebraska.

Such Lien was executed by Theodore C. Molczyk, Jean Ann Molczyk, Helen K. Strehle, and Richard J. Strehle and recorded on February 28, 1995 with the Hall County Register of Deeds as Instrument No. 95-101115.

Executed \_\_\_\_\_ 2010

CITY OF GRAND ISLAND, NEBRASKA

BY: \_\_\_\_\_  
MARGARET HORNADY, MAYOR

STATE OF NEBRASKA, COUNTY OF HALL:

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2010 by Margaret Hornady, Mayor of Grand Island, Nebraska and affirming that the execution of this instrument is her voluntary act on behalf of the City of Grand Island, Nebraska.

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

RESOLUTION 2010-15

WHEREAS, in 1995, property owners, Theodore C. Molczyk, Jean Ann Molczyk, Helen K. Strehle, and Richard J. Strehle entered into a rehabilitation loan agreement between the City Of Grand Island; and

WHEREAS, a Rental Property Rehabilitation Lien was signed for property located at 216 East Second Street, Grand Island, Nebraska, more particularly described as follows: The Easterly two-thirds (E2/3) of Lot Six (6) and all of Lot Seven (7), Block Sixty-eight (68) of the Original Town, Now City of Grand Island, Hall County, Nebraska; and

WHEREAS, on February 28, 1995, Rental Property Rehabilitation Lien was recorded with the Hall County Register of Deeds as Instrument No. 95-101115, and

WHEREAS, borrowers have satisfactorily completed all requirements and conditions of the Rental Property Rehabilitation Lien, and are requesting that the Grand Island City Council authorize the Mayor to sign the release of said Lien,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute such release of lien on behalf of the City of Grand Island, Nebraska

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney





# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G18

**#2010-16 - Approving Change Order No. 1 for Ambulance  
Remount**

Staff Contact: Troy Hughes

# **Council Agenda Memo**

**From:** Troy Hughes, Fire Chief  
**Meeting:** January 12, 2010  
**Subject:** Ambulance Remount  
**Item #'s:** G-18  
**Presenter(s):** Troy Shubert, EMS Division Chief

## **Background**

On July 28, 2009 the City Council of Grand Island approved Resolution 2009-186 for the Grand Island Fire Department to remount a 2006 Ford/Medtec ambulance to a 2009 GMC G4500 chassis due to ongoing problems with the Ford Motor Company and the Navistar 6.0 diesel engine. Resolution 2009-186 appropriated \$79,914.00 for this re-chassis.

## **Discussion**

The bid submitted by Arrow Manufacturing of Rock Rapids, IA included the changing of the tire chain system, the installation of a 'keyless' door entry system, and a chassis air ride system. Due to unforeseen problems with the ability to change the ambulance compartment from a Ford chassis, to a GMC chassis deductions to the previous awarded bid of \$79,914.00 were made. This is a \$3,400 deduction from the original awarded bid; air ride system of \$2,800, 'keyless' door entry pad of \$425, and automatic tire chain system of \$200. The revised amount of \$76,489.00 is before the Council.

## **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 ambulance remount change order to Arrow Manufacturing, Inc or Rock Rapids, Iowa for \$76,489.00 from the original \$79,914.00.

### **Sample Motion**

Move to approve the change order for Arrow Manufacturing for a total cost of \$76,489.00.

City of Grand Island  
100 East 1st Street  
Grand Island, Nebraska 68801

**CHANGE ORDER NUMBER 1**

**Date of Issuance:** January 12, 2010

**PROJECT:** Ambulance Remount of a 2006 Ford E450 chassis

**CONTRACTOR:** Arrow Manufacturing, Inc.

**CONTRACT DATE:** July 29, 2009

Changes unable to make due to changing from Ford chassis to a GMC chassis:

- |                                      |            |
|--------------------------------------|------------|
| • Deduction of air ride conversion   | \$2,800.00 |
| • Deduction of keyless entry system  | \$ 425.00  |
| • Deduction of tire chain conversion | \$ 200.00  |

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order .....	\$ 79,914.00
Net Increase/Decrease Resulting from this Change Order.....	\$ 3,425.00
<b>Revised Contract Price Including this Change Order.....</b>	<b>\$76,489.00</b>

---

**Approval Recommended:**

By \_\_\_\_\_  
Troy Hughes. Fire Chief

Date \_\_\_\_\_

**The Above Change Order Accepted:**

\_\_\_\_\_  
Arrow Manufacturing, Inc.  
Contractor

By \_\_\_\_\_  
Terry Dieren

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Date \_\_\_\_\_

RESOLUTION 2010-16

WHEREAS, on July 23, 2009, by Resolution 2009-186, the City of Grand Island awarded Arrow Manufacturing, Inc. of Rock Rapids, Iowa the bid in the amount of \$79,914.00 for ambulance remount of a 2006 Ford E450 chassis; and

WHEREAS, it has been determined that modifications to the work to be performed by Arrow Manufacturing, Inc. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, it is recommended that modifications to the work to be done by Arrow Manufacturing, Inc. are necessary; and

WHEREAS, the result of such modifications will decrease the contract amount by \$3,425.00 for a revised contract price of \$76,489.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City Of Grand Island and Arrow Manufacturing, Inc. of Rock Rapids, Iowa to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item G19

**#2010-17 - Approving Contract for Temporary Help**

Staff Contact: Mary Lou Brown

# **Council Agenda Memo**

**From:** Mary Lou Brown, Finance Director

**Meeting:** January 12, 2010

**Subject:** Approving Contract for Temporary Help

**Item #'s:** G-19

**Presenter(s):** Mary Lou Brown, Finance Director

## **Background**

The contract presented to Council allows for the hiring of a temporary person to assist with meter reading. Three quotes were obtained from various temporary agencies even though it is not expected that the \$7,500.00 limit will be reached. The lowest quote was received from Advance Services, Inc. Because the temporary agency requires a written contract, this matter is being submitted to Council for approval. Administration has approved the use of a temporary employee.

## **Discussion**

The meter reading group has been down one position since the end of September 2009 when one employee left employment with the City. Another employee will be off work for several weeks, beginning the week of January 11, 2010. In addition, the current weather has made it difficult to complete the meter reading as scheduled.

During the 90 days that we have been operating without a full staff, staffing alternatives have been reviewed and it has been determined that the full-time opening will be replaced with a permanent part-time position. A requisition has been opened to fill that position. The temporary person will work until such time as the requisition has been filled.

The expense related to the temporary employee will be charged to utilities similar to the salaries for the other meter readers.

## **Alternatives**

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

1. Approve the Contract with Advance Services, Inc for the hiring of a temporary position.
2. Postpone the issue to a future meeting.
3. Take no action.

### **Recommendation**

City Administration recommends that the Council approve the employment contract with Advance Services, Inc.

### **Sample Motion**

Move to approve the employment agreement with Advance Services, Inc.





December 23, 2009

City of Grand Island  
Attn: Amy Hall  
100 E 1<sup>st</sup> St  
Grand Island NE 68801

**RE: Services Agreement**

We are pleased that the City of Grand Island has given Advance Services, Inc. (AS, Inc.) the opportunity to provide bill rates for supplemental staffing services (seasonal, full-time, temp, temp-to-hire). We will provide the bottom-line results you are seeking in light of your rapidly growing and progressive company. You can be confident that you have selected staffing professionals who will serve both your immediate and future needs.

Advance Services, Inc. does not believe in a “one size fits all” approach to customer service. We provide each of our customers with the most competitive rates in the industry. As previously discussed, the starting Pay Rate for all new employees is determined by you. Our Bill Rate to you is based on a markup percentage.

**Bill Rate Proposal: 43%**

**Example: a \$11.00/Hr Pay Rate X 1.43% would equal \$15.73/Hr Bill Rate**

Our Bill Rate covers all up-front advertising and recruiting costs, workers’ compensation insurance, unemployment insurance, employer liability insurance, employee benefits as well as FICA, FUTA and SUTA. AS, Inc.’s employees are paid an overtime rate of one and one-half their regular hourly rate with the overtime Bill Rate adjusted accordingly.

This Bill Rate also takes into account the following:

1. Client agrees with AS, Inc. in its aggressive injury prevention program and our “zero tolerance for unsafe work acts” program.
2. Client agrees that all AS, Inc. employees will be required to complete a comprehensive on-site safety orientation administered by qualified personnel-in particular, information not included in the AS, Inc. safety orientation.
  - A. Client agrees to provide a work environment for all AS, Inc. employees that is free of harassment or intimidation, and that all harassing or intimidating acts of any kind will promptly be remedied by Client.
  - B. Client agrees that AS, Inc. employees should only operate a forklift and/or other machinery

- which the employee has been trained and/or certified to operate
- which is in proper working order
- which the employee is authorized to operate

For your protection, AS, Inc. maintains workers' compensation insurance for all of its employees assigned to your Company.

Billing to your Company will be weekly and payment is due upon receipt unless prior arrangements are made by contacting our Accounting Department in Norfolk, Nebraska at (402) 371-5733. Once you receive an AS, Inc. Invoice, review it to make sure you agree with it. You must promptly notify us if there are any problems with your Invoice, otherwise we will assume the amount due is accurate. Both parties agree to handle any and all disputes through mitigation. Balances unpaid for over thirty (30) days will be charged an interest rate of 0% per month and we will expect you to cover any costs associated with our collection efforts.

To accommodate your scheduling needs, we do not require that you commit to use any of our employees for any certain length of time. Similarly, there is no mandatory "rollover" date, giving you the flexibility to use our employees for as long as circumstances warrant. In the event you decide to hire an AS, Inc. employee on to your payroll, we require only the following: No AS, Inc. employee assigned the City of Grand Island can be hired by you or an affiliate company until they have completed six weeks on assignment. If our employee has worked for you while on our payroll for six weeks, you may hire them at your discretion with no additional fees.

If you wish to hire an AS, Inc. employee *before* the six weeks, payment equal to 15% of that employee's projected first year wages with your Company will be billed to you unless prior arrangements have been made.

If you allow another staffing firm to "take over" or place our employees within 6 months after their last day on assignment, a payment equal to 15% of that employee's projected first year wages through the competing staffing firm will be required.

Should you have any questions about this Service Agreement or proposed Bill Rate, please don't hesitate to call me personally at 402-631-9212. We appreciate and welcome the opportunity for Advance Services, Inc. to serve the City of Grand Island and we look forward to working with you.

\_\_\_\_\_  
Tina Oswald, Regional Sales Manager, AS, Inc.

Date\_\_\_\_\_

\_\_\_\_\_  
[Corporate Client Representative, Position]

Date\_\_\_\_\_

RESOLUTION 2010-17

WHEREAS, Administration has approved the use of a temporary meter reader; and

WHEREAS, the temporary agency requires a written contract with the City; and

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

The Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between Advance Services, Inc. to provide a temporary employee for meter reading.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item G20**

**#2010-18 - Approving Purchase of Mobile Data Video System  
Upgrade from Data 911**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steve Lamken, Police Chief

**Meeting:** January 12, 2010

**Subject:** Purchase from Data 911 – (Sole source) Upgrade to Mobile Data Video System

**Item #'s:** G-20

**Presenter(s):** Steve Lamken, Police Chief

## **Background**

The Grand Island Police Department applied for a Justice Assistance Grant (JAG) funds under the Recovery Act of 2009. The grant application identified the local need to improve communication systems that included the purchase of mobile data equipment for police vehicles grant funds.

On April 14<sup>th</sup>, 2009 a public hearing was held in open council for this application of funds.

On April 14<sup>th</sup>, 2009, the Grand Island City Council approved the use of the identified grant funds by adopting Resolution 2009-148.

On February 27, 2007 the Grand Island City Council approved Data911 as a sole source provider for the future purchases of mobile digital video equipment for the Grand Island Police Department via Resolution 2007-45.

## **Discussion**

Data911 has a proven record of providing quality mobile digital video systems for police agencies. Other agencies have reported 10 year use from the equipment and our agency has not experienced problems with the quality of the system.

Data911 moved from a third party proprietary video software system to their exclusive ownership with our agency. We currently own six such units. This results in lower costs related to licenses, updates, and I.T. related support, estimated savings is over \$1,000 per unit, per year. The newer system uses less computer power and is web based versus using

an elaborate data based system. The web based option allows greater flexibility for agency and inter-agency use. In addition, Data911 now offers a single point of contact for support related to video, computers, and software.

This purchase includes:

The costs of trading in 17 of the proprietary systems for the new software systems, the purchase of two complete units, the purchase of additional mics and chargers.

We are replacing a fleet vehicle that had been off our roster after being totaled in an accident. While short this vehicle, no Data911 equipment was purchased. In addition, a vehicle used by a school resource officer has never received the Data911 system. We plan more extensive patrol use of the school resource officer's vehicles.

We have experienced some difficulty with uncharged mics due to the nature of our 24 hour-seven day operation. This purchase allows for chargers and a bank of mics being ready for the turn of each patrol shift.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase from Data911 for 17 new units with trade in, two complete units, 24 chargers, and 19 additional mics.

### **Sample Motion**

Move to approve the purchase from Data911 of 17 mobile digital video units with trade in, two complete units, 24 chargers, and 19 additional mics at a cost of \$69,004.30

RESOLUTION 2010-18

WHEREAS, The Grand Island Police Department applied for Recovery Act grant funds for communication improvements that included the purchase of mobile digital video equipment; and

WHEREAS, The Grand Island City Council approved the application and use of the funds via Resolution 2009-148; and

WHEREAS, The Grand Island Police Department was approved for the Justice Assistance Grant under the Recovery Act in the amount of \$84,914.00; and

WHEREAS, Data911 was approved as the sole source provider for future purchases of mobile digital video equipment for the Grand Island Police Department on February 27, 2007 in Resolution 2007-45

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization is hereby approved for the purchase of mobile digital equipment from Data911 in the amount of \$69,004.30

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

---

Peg Gilbert, Council President

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item G21**

**#2010-19 - Approving Changes to FTE Allocation**

**Staff Contact: Brenda Sutherland**



# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief, Steve Paustian, Parks & Recreation Director, Mary Lou Brown, Finance Director

**Meeting:** January 12, 2010

**Subject:** FTE Amendment

**Item #'s:** G-21

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

The Police Department moved to the Law Enforcement Center in January of 2008. A FTE Custodian was budgeted for the Center and contractual custodial services were acquired to support the one FTE. Subsequently it has been determined that the responsibility and work being given to the FTE Custodian position was not appropriate for the classification. The position was reviewed during union contract negotiations and it was found that the responsibilities and duties were appropriate for the Maintenance Worker II position.

The Parks and Recreation Department is making preparations to operate the City owned Recreation Facility at Fonner Park. As presented to Council in a recent Council Presentation, the Parks and Recreation Department is planning to add ½ FTE to the currently budgeted ½ FTE to hire a full time Recreation Coordinator. The Recreation Coordinator will be responsible for summer children's programs and the day to day operations of the City Fieldhouse facility.

During the course of negotiations with the new IBEW Service/Clerical group two positions were renamed to better align them with their duties and to match titles seen in surveys with comparable duties.

## **Discussion**

The Police Department and Sheriff's Office moved to the Law Enforcement Center in January of 2008. The Police Department had been a tenant with the County prior to this time and did not have any maintenance or custodial staff nor experience with the amount of services that would be needed to maintain the new Center. The initial planning

provided for one FTE Custodian and a contractual custodial service to be responsible for the maintenance and upkeep of the Center. It was determined after one year that the contractual custodial service was not meeting the needs of the Center. The funds for the contractual service were used to employ two PTE Custodians.

It was also found that the Police Department had underestimated the responsibilities and duties of the FTE Custodian. The FTE Custodian was required to spend a significant proportion of his time in providing repairs, maintenance and preventative maintenance at the Center. The Custodian also became responsible for assigning and directing the work of the two part time custodians in the position of a lead worker. The position was reviewed as part of union contract negotiations and the knowledge, skills and abilities required of the full time position classified as a Custodian were those of a Maintenance Worker II. The FTE Custodian should be reclassified to Maintenance Worker II.

The costs of the reclassification are:

<u>Personnel Classification</u>	<u>Budgeted</u>
FTE Custodian	\$15.6476/hr.
FTE Maintenance Worker II	\$15.9480/hr.
Revised Cost	\$ .3004/hr.

The Hall County Sheriff's Office pays for 30% of the costs of the operations and maintenance of the Center.

The Parks and Recreation Department outlined a detailed plan in a recent Council presentation for the operation of the new City owned Fieldhouse facility. As discussed in the presentation the Parks and Recreation department is recommending adding ½ FTE to an existing ½ FTE for the Recreation Coordinator position. The Recreation Coordinator currently is responsible for operation of the summer youth programs provided by the Parks and Recreation Department. The additional ½ FTE will be for the operation of the new City Fieldhouse facility. The Parks and Recreation Department will soon be hiring a Recreation Coordinator to manage this summer's programs. The Recreation Coordinator position will then transition duties to the opening of the new Fieldhouse in October. This position will become a regular status position and which will replace a .5 seasonal worker position.

The cost of adding the additional ½ FTE to the current budget will be minimal due to the fact that none of the current ½ FTE has been expended. The 2010-11 budget will be increased by an estimated \$30,771 in additional wages and benefits as a result of the additional ½ FTE. As discussed in the early Council presentation, facility revenues should help offset some of the added expenditures.

The title changes to the two positions in the Finance Department will not increase the FTE's in the department. It is merely a renaming of two current positions. There will be no impact on the 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**

As Human Resources Director, I am recommending that the Council approve the reclassification of the Police Department FTE Custodian to FTE Maintenance Worker II, approve the deletion of the ½ FTE for a seasonal worker and create one FTE Recreation Coordinator, and approve the renaming of the GIS Technician and Purchasing Technician to GIS Specialist and the Accounts Payable Clerk.

## **Sample Motion**

Move to authorize the Mayor to make the FTE changes as recommended by Human Resources as set forth in the proposed resolution.

RESOLUTION 2010-19

WHEREAS, the City approves the FTE's for each department as part of the budget process, and

WHEREAS, an amendment is required to allow changes to be made to the FTE schedule, and

WHEREAS, the Police Department has requested a reclassification of a position which will result in the deletion of one FTE Custodian and the addition of one FTE Maintenance Worker II, and

WHEREAS, the Parks and Recreation Department has requested the deletion of .5 FTE Seasonal Worker and the addition of one FTE Recreation Coordinator, and

WHEREAS, the Finance Department has requested to rename the GIS Technician and Purchasing Technician to GIS Specialist and Accounts Payable Clerk, and

WHEREAS, the impact of these changes results in the addition of .5 FTE's on the salary schedule

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the FTE Amendment as set forth above.

- -

Adopted by the City Council of the City of Grand Island, Nebraska, on January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item H1

**Consideration of Request from Consolidated Concrete Co. for a  
Conditional Use Permit for Use of Two Conex Containers to Store  
Concrete Located at 3440 West Old Highway 30**

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

Staff Contact: Craig Lewis



# **City of Grand Island**

**Tuesday, January 12, 2010**

**Council Session**

## **Item H2**

**Consideration of Request from Conrado Anchondo, 917 West 4th Street for Liquor Manager Designation for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 12, 2010

**Subject:** Request from Conrado Anchondo, 917 West 4<sup>th</sup> Street for Liquor Manager Designation for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street

**Item #'s:** H-2

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

## **Background**

Conrado Anchondo, 917 West 4<sup>th</sup> Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-34765" Liquor License for Fiesta Latina/Nebraska Music Hall, 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.

Based on the Police Department report the application is incomplete and inaccurate, making this a false application according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01).

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council deny the request for Liquor Manager Designation.

## **Sample Motion**

Move to deny the request from Conrado Anchondo, 917 West 4<sup>th</sup> Street for Liquor Manager Designation in conjunction with the Class “C-34765” Liquor License for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street based on the false application.



12/15/09  
16:29

Grand Island Police Department  
LAW INCIDENT TABLE

Page: 450  
1

City : Grand Island  
Occurred after : 16:15:53 12/10/2009  
Occurred before : 16:15:53 12/10/2009  
When reported : 16:15:53 12/10/2009  
Date disposition declared : 12/10/2009  
Incident number : L09121168  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
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 : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Viterra D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 14150  
Long-term call ID :  
Clearance Code : O Open Case  
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	8917	12/11/09	Fiesta Latina,	Business
NM	40911	12/11/09	Anchondo, Conrado	Liquor Manager App
NM	42567	12/11/09	Anchondo, Maria C	Conrado's Wife

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

I received a copy of a liquor manager application for Conrado Anchondo at Fiesta Latina

LAW INCIDENT RESPONDERS DETAIL:

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

12/15/09  
16:29

Grand Island Police Department  
LAW INCIDENT TABLE

Page: 450  
2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	12:55:40 12/15/2009

12/15/09  
16:29

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 3

Grand Island Police Department  
Supplemental Report

On 12/10/09, I received a copy of a liquor manager application from Conrado Anchondo for Fiesta Latina. Maria Anchondo is listed on the application as Conrado's wife. She did not sign a spousal affidavit of non participation. The Anchondo's each have a valid driver's license and no warrants for their arrest. From the application, it appears that Conrado has been in Grand Island since at least 1996.

I checked Conrado through Spillman and found several contacts. I also checked him through NCJIS and found the following convictions: DUI (11/1/89), DUI 2nd (9/25/90), Racing on the Streets (4/8/98), Speeding (2/14/02), Speeding (9/7/05), Speeding (12/14/06), Speeding (7/31/07).

I checked Maria through Spillman and found several contacts. I also checked her through NCJIS and found the following convictions: Child Restraint (5/8/02), Traffic Signal and Child Restraint (8/7/03), Shoplifting (2/7/05).

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." It also asks the applicant to list any pending charges at the time of the application. The last instruction dealing with charges and convictions says in bold with an underline, "If more than one party, please list charges by each individual's name." The Anchondo's failed to follow all of the instructions referred to in this paragraph.

First of all, the only charge or conviction listed on the application is a DUI in 1989. No name is listed beside the charge/conviction. None of Conrado's other charges or Maria's charges are listed. In addition, Maria has a pending speeding charge. She was cited on 11/18/09. She and Conrado filled out the application on 11/25/09.

Conrado's and Maria's failure to disclose their convictions, specify who the DUI belongs to, and list Maria's pending charge, technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The convictions would fall under state law or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

At this point in time, the Grand Island Police Department recommends that Conrado Anchondo's liquor manager application be denied until the application can be filled out completely and accurately.

Date, Time: Tue Dec 15 15:23:51 CST 2009  
Reporting Officer: Vitera  
Unit #: 865



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item I1

**#2010-20 - Consideration of Request from Walgreens Co. dba Walgreens #03467, 1515 West 2nd Street for a Class “D” Liquor License and Liquor Manager Designation for James Karins, 4601 Browning Court, Lincoln, Nebraska**

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-20

WHEREAS, an application was filed by Walgreens Co. doing business as Walgreens #03467, 1515 West 2nd Street 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 January 2, 2010; such publication cost being \$14.73; and

WHEREAS, a public hearing was held on January 12, 2010 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 James Karins, 4601 Browning Court, Lincoln, Nebraska as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item I2

**#2010-21 - Consideration of Request from Walgreens Co. dba Walgreens #12538, 1230 North Webb Road for a Class “D” Liquor License and Liquor Manager Designation for James Karins, 4601 Browning Court, Lincoln, Nebraska**

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-21

WHEREAS, an application was filed by Walgreens Co. doing business as Walgreens #12538, 1230 North Webb Road 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 January 2, 2010; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on January 12, 2010 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 James Karins, 4601 Browning Court, Lincoln, Nebraska as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

\_\_\_\_\_

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item I3

**#2010-22 - Consideration of Transferring Funds to Golf Course**

Staff Contact: Mary Lou Brown

# **Council Agenda Memo**

**From:** Mary Lou Brown, Finance Director

**Meeting:** January 12, 2010

**Subject:** Transfer from the General Fund to the Golf Fund

**Item #'s:** I-3

**Presenter(s):** Mary Lou Brown, Finance Director

## **Background**

In the City Financial Statements, the Golf Fund is listed as part of the Enterprise Funds. Due to this breakout, it is considered to be a Fund and not a Function. The Community Development and Backflow Funds are really Functions and therefore do not fall under the same budgetary rules as the Golf Fund. These determinations have been verified with the Nebraska State Auditor's office.

At the end of September 30, 2008, the Total Net Assets for the Golf Fund is \$(114,408); this same value at the end of September 30, 2009 is \$(70,708). The Total Net Assets is used to determine if a Fund is negative and not the cash balance according to the Nebraska State Auditor's office. The value of the Total Net Assets has improved due to the positive cash flow during the fiscal year 2008/2009.

The City's audited financials have included a recognition that the City owes itself money. In the Financial Statements and Supplementary Information dated September 30, 2008 and issued by Almquist Maltzahn Galloway & Luth, page 21 includes a "Due to other funds" current liability in the Golf Fund column. An offsetting entry is included in the Governmental Activities column on page 15 as a current receivable in "Due from other funds". This is not readily visible due to other entries; the detail can be found in footnote 8 on page 65 (copies are attached).

## **Discussion**

Potential solutions to the negative Total Net Assets for the Golf Fund include the following:

### **Fund the negative Total Net Assets balance**

The Total Net Assets balance as of 12/31/09 is projected to be \$(127,500). Over the next four months, it is assumed that the golf course will generate negative cash flow of \$42,500. This is based on the net of the average receipts and disbursements for the Golf Fund for the months of January through April for the past three years. It is assumed that the Golf Course will be in

a positive cash flow situation beginning in May. In total, a transfer from the General Fund to the Golf Fund of \$170,000 is required.

#### Fund the negative Cash balance

The Cash balance as of 12/31/09 is projected to be \$(286,500). As in the previous solution, it is assumed that the golf course will generate negative cash flow of \$42,500. This is based on the net of the average receipts and disbursements for the Golf Fund for the months of January through April for the past three years. Again, it is assumed that the Golf Course will be in a positive cash flow situation beginning in May. In total, a transfer from the General Fund to the Golf Fund of \$329,000 is required.

With either of these solutions, there is resolution with Nebraska Budget Act 13-510 which states, “Whenever during the current fiscal year or biennial period it becomes apparent to a governing body that due to unforeseen emergencies there is temporarily insufficient money in a particular fund to meet the requirements of the adopted budget of expenditures for that fund, the governing body may by a majority vote, unless otherwise provided by state law, transfer money from other funds to such fund.”

Both of these alternatives will create an additional strain on the General Fund cash reserve balance as the transfer will reduce the level of cash that is maintained in the current Fiscal Year. The reduced cash reserve balance will need to be addressed during the Fiscal Year 2010/2011 budget preparation.

### **Alternatives**

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

- a) Transfer money from the General Fund (Fund 100) to the Golf Fund (Fund 510) in the amount of \$329,000 to eliminate the negative cash balance; or
- b) Transfer money from the General Fund (Fund 100) to the Golf Fund (Fund 510) in the amount of \$170,000 to eliminate the negative total net assets balance.

### **Recommendation**

City Administration recommends that the Council approve the transfer of \$329,000 from the General Fund (Fund 100) to the Golf Fund (Fund 510) to eliminate the negative cash balance. This is the most conservative resolution.

### **Sample Motion**

Move to approve the transfer of \$329,000 dollars from the General Fund (Fund 100) to the Golf Fund (Fund 510).

# CITY OF GRAND ISLAND, NEBRASKA

## STATEMENT OF NET ASSETS

September 30, 2008

	Primary Government			Component
	Governmental	Business-type	Total	Units
	Activities	Activities		
<b>ASSETS</b>				
Current assets:				
Cash and cash equivalents	\$ 3,825,900	\$ 4,630,914	\$ 8,456,814	\$ 2,037,552
Investments	11,530,072	22,648,339	34,178,411	3,668,474
County treasurer cash	973,318	-	973,318	155,394
Receivables				
Special assessments	1,186,729	1,706,652	2,893,381	3,356
Accounts, net of allowance for doubtful accounts	1,036,474	4,850,166	5,886,640	285,018
Unbilled revenue	-	2,835,950	2,835,950	-
Current portion of notes from redevelopers	-	-	-	148,314
Current portion of capital lease receivable	-	-	-	640,000
Interest	572,137	307,731	879,868	53,015
Property tax	542,349	-	542,349	35,940
Due from other governments	2,728,129	29,378	2,757,507	-
Due from other funds	2,545,003	-	2,545,003	-
Due from Grand Island Facilities Corporation	70,523	-	70,523	-
Prepaid expenses	-	393,650	393,650	-
Inventory	187,168	10,800,865	10,988,033	-
Total current assets	25,197,802	48,203,645	73,401,447	7,027,063
Noncurrent assets:				
Restricted cash and cash equivalents	89,812	809,305	899,117	-
Restricted investments	191,284	9,330,644	9,521,928	2,947,231
Permanently restricted investments	374,491	-	374,491	-
Permanently restricted notes receivable	2,260,242	-	2,260,242	-
Notes from redevelopers	-	-	-	1,203,835
Capital lease receivable - City of Grand Island	-	-	-	5,130,000
Deferred charges	-	4,337,333	4,337,333	-
Prepaid transmission	-	6,015,943	6,015,943	-
Unamortized bond costs	-	700,469	700,469	125,584
Capital assets				
Land, infrastructure, and construction in progress	252,867,088	12,996,471	265,863,559	571,981
Other capital assets, net of depreciation	55,264,355	204,776,953	260,041,308	5,199,544
Net capital assets	308,131,443	217,773,424	525,904,867	5,771,525
Total noncurrent assets	311,047,272	238,967,118	550,014,390	15,178,175
Total assets	336,245,074	287,170,763	623,415,837	22,205,238
<b>LIABILITIES</b>				
Current liabilities:				
Accounts payable	1,070,879	1,967,914	3,038,793	43,409
Due to other funds	-	262,172	262,172	-
Due to the City of Grand Island	-	-	-	70,523
Accrued expenses	3,700,463	3,026,331	6,726,794	49,934
Deferred revenue	522,893	-	522,893	28,565
Current portion of long-term obligations	2,035,000	5,835,000	7,870,000	782,925
Total current liabilities	7,329,235	11,091,417	18,420,652	975,356
Noncurrent liabilities:				
Compensated absences - noncurrent	495,550	485,753	981,303	10,746
Fly ash liability/closure costs payable	-	202,356	202,356	3,026,344
Noncurrent portion of long-term obligations	22,525,000	43,640,000	66,165,000	7,632,921
Total noncurrent liabilities	23,020,550	44,328,109	67,348,659	10,670,011
Total liabilities	30,349,785	55,419,526	85,769,311	11,645,367
<b>NET ASSETS</b>				
Invested in capital assets, net of related debt	283,571,443	179,352,169	462,923,612	4,572,109
Restricted for:				
Debt service	371,225	9,937,593	10,308,818	-
Perpetual care - permanent	374,491	-	374,491	-
Street improvements	1,330,347	-	1,330,347	-
Other purposes	712,891	-	712,891	61,680
Unrestricted	19,534,892	42,461,475	61,996,367	5,926,082
Total net assets	\$ 305,895,289	\$ 231,751,237	\$ 537,646,526	\$ 10,559,871

See notes to financial statements.

**CITY OF GRAND ISLAND, NEBRASKA**  
**STATEMENT OF NET ASSETS - PROPRIETARY FUNDS**  
**September 30, 2008**

	Enterprise Funds					Internal Service Funds
	Electric Fund	Water Fund	Sewer Fund	Golf Fund	Total	Funds
<b>ASSETS</b>						
Current assets:						
Cash and cash equivalents	\$ 1,969,079	\$ 643,900	\$ 2,017,935	\$ -	\$ 4,630,914	\$ 1,251,937
Investments	14,325,185	2,241,725	6,081,429	-	22,648,339	3,772,948
Receivables						
Accounts, net of allowance for doubtful accounts	3,752,479	395,198	702,489	-	4,850,166	426,990
Unbilled revenue	2,235,308	234,178	366,464	-	2,835,950	-
Interest	180,156	19,965	107,610	-	307,731	-
Special assessments	-	346,364	1,360,288	-	1,706,652	-
Due from other funds	-	-	-	-	-	86,650
Due from other governments	-	-	22,903	6,475	29,378	-
Inventory	10,574,652	226,213	-	-	10,800,865	187,168
Prepaid expenses	381,841	11,809	-	-	393,650	-
Total current assets	33,418,700	4,119,352	10,659,118	6,475	48,203,645	5,725,693
Noncurrent assets:						
Restricted cash and cash equivalents	206,913	99,948	502,444	-	809,305	-
Restricted investments	7,008,330	448,722	1,873,592	-	9,330,644	-
Deferred charges	4,337,333	-	-	-	4,337,333	-
Prepaid transmission	6,015,943	-	-	-	6,015,943	-
Unamortized bond costs	166,704	12,472	521,293	-	700,469	-
Capital assets						
Land and improvements	6,201,265	-	49,148,047	867,573	56,216,885	-
Construction in progress	4,104,803	636,321	1,138,815	-	5,879,939	27,500
Distribution and collection systems	260,500,397	44,220,121	5,306,563	-	310,027,081	-
Buildings and equipment	25,131,177	3,203,304	16,103,059	674,317	45,111,857	1,331,953
Less accumulated depreciation	(160,511,515)	(10,329,791)	(27,264,423)	(1,356,609)	(199,462,338)	(855,722)
Net capital assets	135,426,127	37,729,955	44,432,061	185,281	217,773,424	503,731
Total noncurrent assets	153,161,350	38,291,097	47,329,390	185,281	238,967,118	503,731
Total assets	186,580,050	42,410,449	57,988,508	191,756	287,170,763	6,229,424
<b>LIABILITIES</b>						
Current liabilities:						
Accounts payable	1,590,893	135,205	234,086	7,730	1,967,914	224,988
Due to other funds	-	-	-	262,172	262,172	-
Accrued expenses	2,590,321	257,371	151,164	27,475	3,026,331	1,552,903
Deferred revenue	-	-	-	-	-	7,195
Current portion of long-term obligations	4,060,000	305,000	1,470,000	-	5,835,000	-
Total current liabilities	8,241,214	697,576	1,855,250	297,377	11,091,417	1,785,086
Noncurrent liabilities:						
Compensated absences - noncurrent	403,100	34,651	39,215	8,787	485,753	36,827
Fly ash liability	202,356	-	-	-	202,356	-
Noncurrent portion of long-term obligations	34,155,000	1,750,000	7,735,000	-	43,640,000	-
Total noncurrent liabilities	34,760,456	1,784,651	7,774,215	8,787	44,328,109	36,827
Total liabilities	43,001,670	2,482,227	9,629,465	306,164	55,419,526	1,821,913
<b>NET ASSETS</b>						
Invested in capital assets, net of related debt	107,731,107	35,687,427	35,748,354	185,281	179,352,169	503,731
Restricted for:						
Debt service	7,012,887	548,670	2,376,036	-	9,937,593	-
Unrestricted	28,834,386	3,692,125	10,234,653	(299,689)	42,461,475	3,903,780
Total net assets	\$ 143,578,380	\$ 39,928,222	\$ 48,359,043	\$ (114,408)	\$ 231,751,237	\$ 4,407,511

See notes to financial statements.

**CITY OF GRAND ISLAND, NEBRASKA**  
**NOTES TO FINANCIAL STATEMENTS, Continued**  
**September 30, 2008**

**NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued**

**8. Interfund Transactions and Balances, continued**

Operating transfers, continued:

	<u>Transfers In</u>	<u>Transfers Out</u>
Nonmajor Funds	831,000	4,705,914
Enterprise Funds (payments in lieu of taxes)	-	887,479
Fiduciary Funds:		
Employee Pension Funds	143,299	803,415
Internal Service Fund:		
Capital Projects Fund to Information Technology	<u>39,400</u>	<u>-</u>
Total Internal Service Fund		
Total Operating Transfers	<u>\$ 8,326,261</u>	<u>\$ 8,326,261</u>

Interfund balances relate to negative pooled cash balances in five funds covered by the General Fund and amounts due from the Fire Pension fund for current and prior year pension funding:

Library Trust Fund	\$ 9,145
Backflow Fund	9,586
Community Development Fund	<u>35,629</u>
Total due from governmental funds	54,360
Golf Fund	262,172
Police and Fire Pension Fund	<u>59,005</u>
Total due to General Fund for negative pooled cash	375,537
Fire Pension Fund	<u>2,119,985</u>
Total due to General Fund	<u>\$ 2,495,522</u>

The Fire Pension Fund also owes various Special Revenue and Internal Service Funds a total of \$103,841.

**9. Fund Equity**

Restricted net assets for other purposes consist of the following:

Federal Projects	\$ 676,603
Housing Loans	<u>36,288</u>
	<u>\$ 712,891</u>

RESOLUTION 2010-22

WHEREAS, the display of the Golf Fund in the audited financials of the City of Grand Island results in the Fund meeting the definition of a Fund for Nebraska Budget Act 13-510; and

WHEREAS, the Golf Fund as of December 31, 2009 is projected to have a negative Total Net Assets balance; and

WHEREAS, Nebraska Budget Act 13-510 allows for the transfer of money from other funds to such fund in which there is temporarily insufficient money to meet the requirements of the adopted budget of expenditures; and

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

The Finance Director is hereby authorized and directed to transfer \$329,000 from the General Fund to the Golf Fund to provide adequate money to meet the requirements of the adopted budget of expenditures for that Fund.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item I4

**#2010-23 - Consideration of Approving IBEW Service/Clerical Contract**

Staff Contact: Brenda Sutherland



# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** January 12, 2010

**Subject:** IBEW Service/Clerical Labor Agreement

**Item #'s:** I-4

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

The City was notified by the Nebraska Commission of Industrial Relations that a new employee group had petitioned the Commission to be recognized by the City as being represented by the International Brotherhood of Electrical Workers, Local 1597. This group of employees comes from the following City departments; Administration, Building, Emergency Management, Finance, Library, Parks & Recreation, Planning, Police, Public Works, and Utilities. This is a newly formed employee group has a first time labor agreement that was negotiated between representatives of the IBEW, Local 1597 and representatives of the City of Grand Island. The representatives have been negotiating for several months and have come to agreement on the labor agreement that is being proposed to Council for approval.

## **Discussion**

As mentioned above, this labor agreement represents the employees from a majority of City departments. The IBEW and the City agreed to a joint survey of salary and benefits conducted by Paul Essman to be used in the negotiation process. As is the case when surveys are done, some positions move upward with the survey while others are frozen. Of the twenty-five positions that were surveyed, four positions were frozen as a result of the survey. Salary tables for the other positions were adjusted. The IBEW agreed to address step placement the same way that the non-union employees did, meaning that they moved into the next closest step that gave them at least a two percent increase. This means that an employee may now be in a lower step but would still receive an increase in the new step that they moved to. Based on step placement in the new table, employees will receive anywhere from 0% to 7.4% with future step movement on their anniversary date. This allows the City to spread the cost over future years and be able to plan better for the expense.

The majority of the benefits that the employees received as non-union employees remained the same with the exception of the addition of a personal day that was used to offset a holiday that the survey identified as being comparable, a reduction in their VEBA contribution from \$30 per pay period to \$15 per pay period, the elimination of annual medical leave buy out after the final one as of September 30, 2009, and the addition of bereavement leave of three days for immediate family members and two days for non-immediate family members. Employees will now stay in steps one and two of the pay scale for at least one year as opposed to six months as they did previously.

Two positions have had title changes to better reflect the position when the survey was done. The Purchasing Technician will now be referred to as an Accounts Payable Clerk and the GIS Technician will now be referred to as a GIS Specialist. Additionally, when the job duties for the Custodian at the Police Department were surveyed they matched more comparably externally as well as internally to a Maintenance Worker II. This is a position that we currently have at the City in various departments. The title changes are reflected in the Salary Ordinance.

The labor agreement is proposed for a duration of two years with a survey of five key classes to be averaged for the movement in year two 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 the Service/Clerical labor agreement between the City of Grand Island and IBEW, Local 1597.

### **Sample Motion**

Move to approve the labor agreement between the City of Grand Island and The Local IBEW 1597 for employees covered under the Service/ Clerical agreement.

# **AGREEMENT**

**between**



**and**

**UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO**

October 1, 2009 through September 30, 2011

## TABLE OF CONTENTS

	Page
Purpose and Intent of the Parties .....	1
<b>Article I – Recognition</b>	
A. Bargaining Unit.....	1
<b>Article II – Hours of Work</b>	
A. Schedules of Work .....	2
B. Rest Periods .....	2
C. Overtime and Compensatory Time .....	3
D. Call-Back Pay .....	3
<b>Article III – Holidays and Holiday Pay</b>	
A. Holidays .....	4
B. Holiday Pay and Holiday On Pay .....	4
C. Weekend Holidays .....	4
D. Eligibility for Holiday Pay.....	4
E. Personal Day .....	4
<b>Article IV – Vacations</b>	
A. Eligibility .....	5
B. Amount Authorized.....	5
C. Vacation Schedule .....	5
D. Seniority for Vacation and Personal Holiday Planning .....	6
E. Vacation Time Carry-Over.....	6
F. Vacation Credit on Termination and Retirement .....	6
<b>Article V – Medical Leave, Bereavement Leave, and FMLA Leave</b>	
A. Amount Authorized .....	7
B. Use of Medical Leave .....	7
C. Proof of Illness .....	8
D. Fraudulent Use of Medical Leave .....	8
E. Compensation for Unused Medical Leave .....	8
F. Notification of Illness .....	8
G. Family and Medical Leave Act Policy .....	9
H. Use of Bereavement Leave .....	9
<b>Article VI – Military Leave</b>	
A. Military Leave .....	9
<b>Article VII – Court Leave</b>	
A. When Authorized .....	9
B. Procedure .....	9

C. Fees .....	10
<b>Article VIII – Leave Without Pay</b>	
A. Procedure .....	10
B. Limitations .....	10
<b>Article IX – Leave to Supplement Workers Compensation Benefits</b>	
A. Policy .....	11
B. Application of Workers' Compensation and Other Leave Balances.....	11
C. Subrogation.....	11
D. Limitation of Leave .....	12
E. Light Duty Policy.....	12
F. Worker's Compensation and FMLA.....	12
G. Leave Not Cumulative .....	12
H. Drug Test for Cause .....	12
<b>Article X – General Provisions Concerning Leave</b>	
A. Absence Without Approval .....	13
B. Leave Form .....	13
<b>Article XI – Pension Retirement Plan</b>	
A. Pension.....	13
<b>Article XII – Seniority</b>	
A. Seniority.....	13
<b>Article XIII – Rates of Pay for Work Performed</b>	
A. Survey.....	15
B. Contract Year 2009-2010.....	15
C. Contract year 2010-2011 .....	15
D. Future Changes and Rate of Pay.....	15
E. Pay Plan.....	15
<b>Article XIV – Employee Relations</b>	
A. General.....	16
B. Membership in Union .....	17
C. Discipline Procedures .....	17
<b>Article XV – Grievance Procedure</b>	
A. Procedure .....	17
<b>Article XVI – Other Benefits</b>	
A. Medical Insurance .....	19
B. Cafeteria Plan.....	19
C. Life Insurance .....	19
D. Union Bulletin Board .....	20
E. Safety Committee .....	20

F. Travel Time Reimbursement .....	20
G. Tuition and Book Reimbursement Program.....	20
H. Bilingual Pay.....	21
I. Voluntary Employee Benefits Association (VEBA) .....	22
<b>Article XVII – Management Rights .....</b>	<b>22</b>
<b>Article XVIII –General Provisions .....</b>	<b>23</b>
<b>Article XIX – Strikes and Lockouts .....</b>	<b>24</b>
<b>Article XX – Duration of Contract.....</b>	<b>25</b>
<b>Article XXI – General Provisions for Union Activity</b>	
A. Payroll Deduction .....	25
B. Request Forms .....	25
C. Union Certification .....	25
D. Indemnification.....	25
E. Strikes, Etc. ....	26
<b>Article XXII – Severability .....</b>	<b>26</b>
<b>Article XXIII – Scope of Agreement</b>	
A. Complete Agreement .....	26
B. Interpretation.....	26
C. Negotiations .....	26
<b>Article XXIV – C.I.R. Waiver .....</b>	<b>27</b>

## **AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF GRAND ISLAND (hereinafter referred to as the "City"), and UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective from October 1, 2009 through and including September 30, 2011.

### **PURPOSE AND INTENT OF THE PARTIES**

The purpose of the City and the Union entering into this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

### **ARTICLE I - RECOGNITION**

#### **A. BARGAINING UNIT**

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following positions employed with the City. Only employees with full-time regular status in the classifications listed below are eligible for representation by the Union:

- Administrative Assistant (Fire, Public Works, Utilities)
- Accounting Technician (Streets)
- Accounts Payable Clerk
- Audio Video Technician
- Building Inspector
- Communications Specialist (Emergency Management Div. & 911)
- Community Development Administrator
- Computer Programmer
- Computer Operator
- Computer Technician
- Custodian (Police)
- Electrical Inspector
- Emergency Management Coordinator
- Engineering Technician (Public Works)
- Evidence Technician (Police)
- GIS Specialist
- Maintenance Worker I & II (Building, Library, Police)
- Plans Examiner
- Planning Technician
- Plumbing Inspector Backflow
- Plumbing Inspector
- Police Records Clerk
- Secretary (Finance, Building, Parks & Rec., Planning, Utilities)

Shooting Range Operator  
Stormwater Technician (Public Works)

Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

Nothing contained in this Article shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to the expiration of this agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts the certification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union during the term of this Agreement.

## **ARTICLE II - HOURS OF WORK**

### **A. SCHEDULES OF WORK**

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Hours worked shall include actual hours worked and shall not include paid leave, holidays, and vacation when calculating overtime. The City shall strive to make reasonable efforts so that all changes and work schedules, except in cases of emergency, shall be posted for all affected employees to see at least seventy-two (72) hours before the change is effective.

### **B. REST PERIODS**

Employees may take a 15-minute rest period during the approximate middle of each one-half (1/2) work day; provided, however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If it is not feasible to grant any such rest periods, employees shall not receive additional pay or additional time off in lieu thereof. Non-shift employees shall be allowed at least one-half hour off, without pay, for a meal as close to the middle of the shift as possible. The employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one (1) hour after the employee arrives at work, or one (1) hour before the employee leaves work. Rest periods are considered work time. The provisions of this section may not be used for the purpose of regular and routine denial of rest periods.



### **C. OVERTIME AND COMPENSATORY TIME**

1. Non-exempt employees who perform work in excess of forty (40) hours in a workweek, shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for the excess hours worked. Compensation shall be in compensatory time or cash payment, at the option of the City.

2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.

3. This article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

4. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

5. In lieu of payment for overtime hours worked, the City may grant compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to sixteen (16) hours annually with the year commencing October 1st. All compensatory time that is not used prior to the last pay period before September 15<sup>th</sup> of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The payout for the unused compensatory time shall occur in the last full pay period prior to or on September 15<sup>th</sup>, if September 15<sup>th</sup> is the last pay period of said year. It shall be permissible to use less than eight (8) hours at a time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of compensatory time is to be requested prior to being taken and the request may be denied as may any other leave request. Requests for the use of accrued compensatory time shall not be unreasonably denied. The City has the choice to pay overtime in lieu granting compensatory time at the City's choice.

6. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

### **D. CALL-BACK PAY**

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the work site, he or she shall be compensated as set forth above, but the minimum compensation will be one (1) hour instead of two (2).

## **ARTICLE III - HOLIDAYS AND HOLIDAY PAY**

### **A. HOLIDAYS**

The following holidays are observed:

New Year's Day	Veteran's Day
Thanksgiving Day	Friday following Thanksgiving
Memorial Day	Labor Day
Independence Day	Christmas Day

### **B. HOLIDAY PAY AND HOLIDAY ON PAY**

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

### **C. WEEKEND HOLIDAYS**

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; except, if you work in a shift position or any department that is open and operating twenty-four (24) hours a day seven (7) days a week, then the holiday shall be recognized on its actual day.

### **D. ELIGIBILITY FOR HOLIDAY PAY**

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

### **E. PERSONAL DAY**

Four (4) personal leave days will be given to employees each contract year. One personal leave day will be given in October and must be taken by March 15th. The second personal leave day will be given in April and must be taken by September 15th. In addition to the two (2) personal leave days, the City will provide two (2) annual personal leave days that will be granted on October 1st and must be used by September 15th. Personal leave days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of

personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. Personal leave not taken by the dates set forth above expires and does not carry over. Employees will not be compensated for unused or expired personal leave days.

## **ARTICLE IV – VACATIONS**

### **A. ELIGIBILITY**

All full-time regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

### **B. AMOUNT AUTHORIZED**

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six-month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

2.	Years 2 through 4	Eighty (80) Hours
3.	Years 5 through 6	One Hundred Twenty (120) Hours
4.	Years 7 through 8	One Hundred Twenty-Eight (128) Hours
5.	Years 9 through 10	One Hundred Thirty-Six (136) Hours
6.	Years 11 through 12	One Hundred Forty-Four (144) Hours
7.	Years 13 through 14	One Hundred Fifty-Two (152) Hours
8.	Years 14 through 19	One Hundred Sixty (160) Hours
9.	Years 20 through 24	One Hundred Sixty-Eight (168) Hours
10.	Year 25 and beyond	One Hundred Seventy-Six (176) Hours

All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.

### **C. VACATION SCHEDULE**

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor.

2. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work

requirements of the department. Each employee shall take a minimum vacation of five (5) consecutive days. In the event a holiday falls within the mandatory five-day term, such holiday use will satisfy the mandatory term requirements.

#### **D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING**

The Department Director and/or supervisor shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two (2) vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice with a minimum of five (5) work days and a maximum of as many consecutive days as said employees has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the prime vacation schedule. The prime vacation schedule shall be completed by all employees in the effective job classification before the secondary vacation schedule is initiated for that classification.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

#### **E. VACATION TIME CARRY-OVER**

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.

2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year plus eighty (80) hours.

#### **F. VACATION CREDIT ON TERMINATION AND RETIREMENT**

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

**ARTICLE V**  
**MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE**

**A. AMOUNT AUTHORIZED**

1. Medical Leave. Medical leave shall be credited to all full-time employees as follows:
  - a. Eight (8) hours for each full calendar month of service.
  - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

**B. USE OF MEDICAL LEAVE**

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family.

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to forty (40) hours of medical leave per year to care for immediate family members.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six (6) continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on unpaid leave.

10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized; provided, that medical leave shall be debited in no less than one-half (½) hour units.

#### **C. PROOF OF ILLNESS**

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician. The Department Director may require this statement or other proof for an absence chargeable to medical leave of any duration.

#### **D. FRAUDULENT USE OF MEDICAL LEAVE**

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

#### **E. COMPENSATION FOR UNUSED MEDICAL LEAVE**

1. An employee may accumulate medical leave to a maximum of one thousand eighty-four (1084) hours.

2. All employees shall be paid forty percent (40%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

3. All employees shall be paid forty percent (40%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for this medical leave shall go to the employee's VEBA account.

4. The City will compensate each employee for unused medical leave in excess of Nine Hundred Sixty (960) hours accumulated medical leave at the end of September, 2009, to be paid out in January, 2010. Such compensation for unused medical leave in excess of 960 hours shall not continue after January of 2010. The compensation in January, 2010 for the excess medical leave will be paid at the rate of one-half (½) of each hour based upon his or her current pay rate at the time of such compensation, for each hour of unused medical leave for 2009. Employees with medical leave banks in excess of 960 hours as of October 1, 2009 will be compensated for fifty percent (50%) of the hours over 960 at their current rate of pay in January of 2010.

## **F. NOTIFICATION OF ILLNESS**

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Upon return to work, the employee shall submit a leave form to his or her supervisor.

## **G. FAMILY AND MEDICAL LEAVE ACT POLICY**

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations and amendments thereto.

## **H. USE OF BEREAVEMENT LEAVE**

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean grandparents, grandchildren, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

# **ARTICLE VI - MILITARY LEAVE**

## **A. MILITARY LEAVE**

The provisions relating to military leave shall be as provided by Nebraska Statutes.

# **ARTICLE VII - COURT LEAVE**

## **A. WHEN AUTHORIZED**

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

## **B. PROCEDURE**

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty.

## **C. FEES**

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof.

# **ARTICLE VIII - LEAVE WITHOUT PAY**

## **A. PROCEDURE**

The provisions relative to leave without pay shall be as follows:

1. Leave without pay may be granted to an employee upon approval of the City when it is in the best interest of the City for any good cause. A Department Director may grant an employee leave without pay for up to thirty (30) days time. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

## **B. LIMITATIONS**

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.

2. Vacation and medical leave credits shall not be earned during leave without pay.

3. Leave without pay shall not constitute a break in service, but time off will not be credited towards retirement.

4. Leave without pay for more than fifteen (15) days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.



5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.

6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

## **ARTICLE IX – LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS**

### **A. POLICY**

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act may be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. Said injury leave may be compensated for by the employee's use of any time available as medical leave hours. Upon the expiration of all medical leave hours available, injury leave shall be then paid by the City. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

### **B. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES**

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days.

2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.

3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, leave pay, and amounts collected from any other party (except the employee's private insurance) shall not exceed the employee's net salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

### **C. SUBROGATION**

The City reserves a right of subrogation because of payment to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment. Should the employee collect from a third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

### **D. LIMITATION OF LEAVE**

Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty (150) consecutive days from the original date the disability begins.

Any employee whose employment by the City is terminated due to exceeding the 150 day period or extension shall be compensated for any remaining unused medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period and will be compensated for any unused medical leave as in the case of retirement.

### **E. LIGHT DUTY POLICY**

The City may provide light duty work when possible for a defined period of time, not to exceed one hundred fifty (150) days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability unless the employee is willing to return sooner. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave.

### **F. WORKER'S COMPENSATION AND FMLA**

Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's 12 week FMLA entitlement.

### **G. LEAVE NOT CUMULATIVE**

The maximum periods for leave to supplement workers compensation and light duty are concurrent and not cumulative. Neither leave to supplement workers compensation nor light duty will be available to employees following one hundred fifty consecutive (150) days from the original date the employee is unable to perform the job duties as defined by the employee's job description because of an on-the-job injury.

## **H. DRUG TEST FOR CAUSE**

Any employee that is involved in a workers compensation claim involving an injury or an accident involving an injury shall be required to submit to a drug test for cause. Additionally, if an employee is operating a city vehicle and is involved in an accident while in the operation of said vehicle, there shall be a drug testing for cause. Any employee involved in any such injury or accident shall immediately notify his supervisor and the Human Resources Department so that immediate arrangements can be made for the drug testing to promptly be carried out.

## **ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE**

### **A. ABSENCE WITHOUT APPROVAL**

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three (3) consecutive days is considered to have resigned unless waived by the City.

### **B. LEAVE FORM**

For all leaves except unforeseeable medical leave or other emergency situations, a written request on the authorized leave form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to taking leave. In the case of unforeseeable medical leave or other emergency situation, the form shall be completed and submitted for approval upon the employee's return to duty. Unless a leave form approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

## **ARTICLE XI - PENSION RETIREMENT PLAN**

### **A. PENSION**

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

## **ARTICLE XII - SENIORITY**

### **A. SENIORITY**

1. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.

2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service with the City without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.

3. After an employee satisfactorily completes his or her initial introductory period of employment with the City, his or her seniority shall be effective from the date on which the employee was hired.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.

5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment.

6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the factors that will be taken into consideration, in no particular order of importance, shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee; and
- The multiple job skills recently or currently being performed by the employee.

A determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of 2 years after layoff. If, within 2 years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After 2 years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

## **ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED**

### **A. SURVEY**

1. The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Salina, Kansas; Hastings, Nebraska; Kearney, Nebraska; Council Bluffs, Iowa; and North Platte, Nebraska. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

### **B. CONTRACT YEAR 2009-2010**

Rates of pay for the period October 1, 2009 to September 30, 2010 for work performed in the various classes of work under this agreement are set out in attached Exhibit "A". The pay ranges will be implemented the first full pay period on or after October 1, 2009.

### **C. CONTRACT YEAR 2010-2011**

Effective on or after the first full pay period in October, all pay ranges shall be adjusted by the same amount. This amount will be determined by surveying the positions of Engineering Technician, Police Records Clerk, Maintenance Worker II, Computer Programmer, and Communications Specialist using the same array of cities listed in paragraph A. Using the survey results, the Union and the City will identify the percentage change in salary for each of the five positions identified. The percentage changes for each of the five positions shall then be averaged to determine the percentage change for the entire bargaining unit. The survey shall be completed no later than May 1, 2010.

### **D. FUTURE CHANGES AND RATE OF PAY**

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations for ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

### **E. PAY PLAN**

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately

after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1	Entry Level
Step 2	Upon successful completion of one (1) year of service in Step 1
Step 3	Upon successful completion of one (1) year of service in Step 2
Step 4	Upon successful completion of one (1) year of service in Step 3
Step 5	Upon successful completion of one (1) year of service in Step 4
Step 6	Upon successful completion of one (1)) year of service in Step 5
Step 7	Upon successful completion of one (1) year of service in Step 6
Step 8	Upon successful completion of one (1) year of service in Step 7

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.

3. Employees received the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

4. In no case shall any employee be advanced beyond the maximum rate of pay grade for his or her class of position.

## **ARTICLE XIV - EMPLOYEE RELATIONS**

### **A. GENERAL**

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

## **B. MEMBERSHIP IN UNION**

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the Union steward may be present as a witness or as an advisor to provide guidance to the employee, if the employee so requests.

## **C. DISCIPLINE PROCEDURES**

Chapters 1, 2 and 3 of the City Personnel Rules in effect and as may be amended, shall apply to all disciplinary procedures for members of this bargaining unit.

## **ARTICLE XV – GRIEVANCE PROCEDURE**

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers, and authority include, but are not limited to, the following:

- Discipline or discharge for just cause arising under the City Personnel Rules.
- Direct the work force.
- Hire, assign, or transfer employees.
- Determine the mission of the City.
- Determine the methods, means, and/or number of personnel needed to carry out the City's mission.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work or funds.
- Contract out for goods or services.

- The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments.
- Reductions in workforce in the best interests of the City.

#### **A. PROCEDURE**

Each person may present a grievance to their immediate supervisor who will respond in writing within five (5) working days. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.

If the person is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Director who will notify the Human Resources Director and City Administrator. The Department Director will, with the advice and consent of the City Administrator, respond in writing within five (5) working days.

In the event that the person is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within five (5) working days. The Human Resources Director will investigate the grievance and forward the results to the grievant, the City Administrator, and the Mayor. The Mayor may conduct a review of the record and notify the grievant of the Mayor's decision.

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers, and authority include, but are not limited to, the following:

- Discipline or discharge for just cause arising under the City Personnel Rules except that a limited grievance for written reprimands may be presented as set forth below.
- Direct the work force.
- Hire, assign, or transfer employees.
- Determine the mission of the City.
- Determine the methods, means, and/or number of personnel needed to carry out the City's mission.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.



- Contract out for goods or services.
- The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments.

A limited form of grievance may be presented for written reprimands. Each person may present a grievance to his or her immediate supervisor who will respond in writing within five (5) working days. Written notification of this grievance will be forwarded to the Human Resources Director and Department Director.

If the person is not satisfied with the decision of his or her immediate supervisor, he or she may present the grievance to the Department Director who will notify the Human Resources Director. The Department Director will respond in writing within five (5) working days.

## **ARTICLE XVI - OTHER BENEFITS**

### **A. MEDICAL INSURANCE**

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees not governed by a collective bargaining agreement under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

The City agrees to establish and maintain an employee advisory committee to aid in obtaining medical and dental insurance.

An employee, who is on approved leave of absence without pay, for non-FMLA purposes, will not be removed from coverage under the City's health and dental insurance unless they are disqualified by the plan. The employee shall be allowed to participate in the plan and pay the entire premium.

An employee who is on approved leave of absence without pay, for any leave of absence covered under the FMLA, will not be removed from coverage under the City's health and dental insurance and the employee shall be allowed to participate in the plan at the employee's expense.

### **B. CAFETERIA PLAN**

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

### **C. LIFE INSURANCE**

The City will provide a life insurance policy for the employees at a minimum level of Forty Thousand and No/100 Dollars (\$40,000.00). The employee will be required to pay the

premium on the life insurance policy during any leave of absence without pay for the first sixty (60) days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

#### **D. UNION BULLETIN BOARD**

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

#### **E. SAFETY COMMITTEE**

The City shall maintain an appropriate safety committee and the Union shall be able to have a representative participate on said committee.

#### **F. TRAVEL TIME REIMBURSEMENT**

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g. work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

#### **G. TUITION AND BOOK REIMBURSEMENT PROGRAM**

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties within the confine stated below:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Director and City Administrator based upon the following considerations:

- a. There is budget authority.
- b. The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee and books and fees are necessary for the course.
- c. There is Department Director and City Administrator approval.
- d. The employee requesting reimbursement is not eligible for any other assistance programs.

2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:

- a. Base tuition and necessary books and fees only.
- b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report, documentation of payment of reimbursable costs, and the tuition request form to the Human Resources Department for processing for payroll. A grade of “B” or higher will qualify for reimbursement at 100% of the amount allowed and a grade of “C” to “B-“ will qualify for 85% of the allowed amount.

4. **Service Requirement.** Tuition reimbursement is available to regular status full-time employees.

5. **Eligibility Requirements.** Payment for tuition reimbursement shall be limited as follows:

- a. No tuition reimbursement shall be available until after the completion of the introductory period. Requests for reimbursement and supporting documentation must be turned in within thirty (30) days after completing the course.

6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Director and the City Administrator to determine eligibility for tuition and related expense reimbursement. Doctoral or PhD level classes and degree programs are not eligible for reimbursement. To be eligible for reimbursement, the course must also be a course or program offered by an accredited college or university.

## **H. BILINGUAL PAY**

Employees who are proficient in an approved second language will be paid One Thousand and No/100 Dollars (\$1,000.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

## **I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)**

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Fifteen and No/100 Dollars (\$15.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

## **ARTICLE XVII - MANAGEMENT RIGHTS**

1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.

3. It is understood and agreed that the City possesses the sole right to operate and conduct municipal functions and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- a. Discipline or discharge for matters arising under this agreement or the City's Personnel Rules and Regulations.
- b. Direct the work force.
- c. Hire, assign, or transfer employees.
- d. Determine the mission of the City.
- e. Determine the methods, means, number of personnel needed to carry out the City's mission.
- f. Introduce new or improved methods or facilities.
- g. Change existing methods or facilities.
- h. Contract out for goods or services.
- i. Reductions in workforce in the best interests of the City.

4. This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

5. Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect and as amended hereafter not in conflict with this contract are by this reference made a part of this Agreement.

6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

7. All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

8. The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

## **ARTICLE XVIII - GENERAL PROVISIONS**

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

b. One or two stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.

2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

5. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

6. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

## **ARTICLE XIX - STRIKES AND LOCKOUTS**

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.

2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

## **ARTICLE XX - DURATION OF CONTRACT**

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.

2. This agreement shall continue in full force and effect until Midnight on September 30, 2011.

Negotiations for a new agreement to take effect upon the termination of this agreement may begin on January 1st of the year of termination of this agreement but no later than February 1st of that year and must be completed no later than April 30<sup>th</sup> for budget preparation purposes.

## **ARTICLE XXI- GENERAL PROVISIONS FOR UNION ACTIVITY**

### **A. PAYROLL DEDUCTION**

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

### **B. REQUEST FORMS**

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

### **C. UNION CERTIFICATION**

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

### **D. INDEMNIFICATION**

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

**E. STRIKES, ETC.**

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

**ARTICLE XXII- SEVERABILITY**

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act.

**ARTICLE XXIII - SCOPE OF AGREEMENT**

**A. COMPLETE AGREEMENT**

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

**B. INTERPRETATION**

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

**C. NEGOTIATIONS**

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.



## ARTICLE XXIV - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2009 through September 30, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY \_\_\_\_\_  
MARGARET HORNADY, MAYOR

ATTEST \_\_\_\_\_  
RANAE EDWARDS, CITY CLERK

Dated \_\_\_\_\_

I.B.E.W. LOCAL No. 1597

BY \_\_\_\_\_  
PRESIDENT LOCAL No. 1597

Dated \_\_\_\_\_

\_\_\_\_\_  
CHIEF STEWARD LOCAL No. 1597

**Exhibit A****SALARY TABLE 2009-2010**

		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
		1	2	3	4	5	6	7	8
<b>Accounting Tech</b>	<b>Hourly</b>	14.9600	15.5898	16.2461	16.9301	17.6429	18.3857	19.1597	19.9700
	<b>Streets</b>								
	<b>Bi-weekly</b>	1,196.80	1,247.18	1,299.69	1,354.41	1,411.43	1,470.86	1,532.78	1,597.60
	<b>1005</b>								
	<b>Monthly</b>	2,593.07	2,702.23	2,815.99	2,934.55	3,058.10	3,186.85	3,321.01	3,461.47
	<b>Annual</b>	31,116.80	32,426.68	33,791.94	35,214.66	36,697.18	38,242.36	39,852.28	41,537.60
<b>Accts Payable Clerk</b>	<b>Hourly</b>	14.1900	14.9591	15.7699	16.6246	17.5257	18.4756	19.4770	20.5300
	<b>1135</b>								
	<b>Bi-weekly</b>	1,135.20	1,196.73	1,261.59	1,329.97	1,402.06	1,478.05	1,558.16	1,642.40
	<b>Monthly</b>	2,459.60	2,592.91	2,733.45	2,881.60	3,037.79	3,202.44	3,376.01	3,558.53
	<b>Annual</b>	29,515.20	31,114.98	32,801.34	34,579.22	36,453.56	38,429.30	40,512.16	42,702.40
<b>Admin Assistant</b>	<b>Hourly</b>	14.7600	15.5405	16.3623	17.2275	18.1385	19.0977	20.1076	21.1700
	<b>Fire</b>								
	<b>Bi-weekly</b>	1,180.80	1,243.24	1,308.98	1,378.20	1,451.08	1,527.82	1,608.61	1,693.60
	<b>1010</b>								
	<b>Monthly</b>	2,558.40	2,693.69	2,836.13	2,986.10	3,144.01	3,310.27	3,485.32	3,669.47
	<b>Annual</b>	30,700.80	32,324.24	34,033.48	35,833.20	37,728.08	39,723.32	41,823.86	44,033.60
<b>Admin Assistant</b>	<b>Hourly</b>	14.7600	15.5405	16.3623	17.2275	18.1385	19.0977	20.1076	21.1700
	<b>Public Works</b>								
	<b>Bi-weekly</b>	1,180.80	1,243.24	1,308.98	1,378.20	1,451.08	1,527.82	1,608.61	1,693.60
	<b>1012</b>								
	<b>Monthly</b>	2,558.40	2,693.69	2,836.13	2,986.10	3,144.01	3,310.27	3,485.32	3,669.47
	<b>Annual</b>	30,700.80	32,324.24	34,033.48	35,833.20	37,728.08	39,723.32	41,823.86	44,033.60
<b>Admin Assistant</b>	<b>Hourly</b>	14.7600	15.5405	16.3623	17.2275	18.1385	19.0977	20.1076	21.1700
	<b>Utilities</b>								
	<b>Bi-weekly</b>	1,180.80	1,243.24	1,308.98	1,378.20	1,451.08	1,527.82	1,608.61	1,693.60
	<b>1015</b>								
	<b>Monthly</b>	2,558.40	2,693.69	2,836.13	2,986.10	3,144.01	3,310.27	3,485.32	3,669.47
	<b>Annual</b>	30,700.80	32,324.24	34,033.48	35,833.20	37,728.08	39,723.32	41,823.86	44,033.60
<b>Audio - Video Tech</b>	<b>Hourly</b>	14.9000	15.6510	16.4398	17.2684	18.1387	19.0529	20.0132	21.0200
	<b>1020</b>								
	<b>Bi-weekly</b>	1,192.00	1,252.08	1,315.18	1,381.47	1,451.10	1,524.23	1,601.06	1,681.60
	<b>Monthly</b>	2,582.67	2,712.84	2,849.57	2,993.19	3,144.04	3,302.50	3,468.95	3,643.47
	<b>Annual</b>	30,992.00	32,554.08	34,194.68	35,918.22	37,728.60	39,629.98	41,627.56	43,721.60
<b>Building Inspector</b>	<b>Hourly</b>	18.4300	19.3755	20.3695	21.4145	22.5131	23.6680	24.8822	26.1500
	<b>1025</b>								
	<b>Bi-weekly</b>	1,474.40	1,550.04	1,629.56	1,713.16	1,801.05	1,893.44	1,990.58	2,092.00
	<b>Monthly</b>	3,194.53	3,358.42	3,530.71	3,711.85	3,902.27	4,102.45	4,312.91	4,532.67
	<b>Annual</b>	38,334.40	40,301.04	42,368.56	44,542.16	46,827.30	49,229.44	51,755.08	54,392.00

		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
		1	2	3	4	5	6	7	8
<b>Building Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>1030</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
<b>Comm. Spec/EMD</b>	<b>Hourly</b>	14.0000	14.7787	15.6007	16.4684	17.3844	18.3513	19.3720	20.4500
<b>1035</b>	<b>Bi-weekly</b>	1,120.00	1,182.30	1,248.06	1,317.47	1,390.75	1,468.10	1,549.76	1,636.00
<b>E-911 1037</b>	<b>Monthly</b>	2,426.67	2,561.64	2,704.12	2,854.52	3,013.30	3,180.89	3,357.81	3,544.67
	<b>Annual</b>	29,120.00	30,739.80	32,449.56	34,254.22	36,159.50	38,170.60	40,293.76	42,536.00
<b>Com. Dev. Admin.</b>	<b>Hourly</b>	16.0800	16.9361	17.8378	18.7875	19.7878	20.8413	21.9508	23.1200
<b>1040</b>	<b>Bi-weekly</b>	1,286.40	1,354.89	1,427.02	1,503.00	1,583.02	1,667.30	1,756.06	1,849.60
	<b>Monthly</b>	2,787.20	2,935.59	3,091.89	3,256.50	3,429.89	3,612.49	3,804.81	4,007.47
	<b>Annual</b>	33,446.40	35,227.09	37,102.62	39,078.00	41,158.42	43,349.70	45,657.66	48,089.60
<b>Computer Operator</b>	<b>Hourly</b>	17.9300	18.6444	19.3873	20.1598	20.9631	21.7984	22.6670	23.5702
<b>1045</b>	<b>Bi-weekly</b>	1,434.40	1,491.55	1,550.98	1,612.78	1,677.05	1,743.87	1,813.36	1,885.62
	<b>Monthly</b>	3,107.87	3,231.70	3,360.47	3,494.36	3,633.61	3,778.39	3,928.95	4,085.51
	<b>Annual</b>	37,294.40	38,780.30	40,325.48	41,932.28	43,603.30	45,340.62	47,147.36	49,026.12
<b>Comp. Programmer</b>	<b>Hourly</b>	20.4500	21.5972	22.8088	24.0884	25.4398	26.8670	28.3742	29.9700
<b>1050</b>	<b>Bi-weekly</b>	1,636.00	1,727.78	1,824.70	1,927.07	2,035.18	2,149.36	2,269.94	2,397.60
	<b>Monthly</b>	3,544.67	3,743.51	3,953.53	4,175.32	4,409.57	4,656.95	4,918.19	5,194.80
	<b>Annual</b>	42,536.00	44,922.28	47,442.20	50,103.82	52,914.68	55,883.36	59,018.44	62,337.60
<b>Computer Technician</b>	<b>Hourly</b>	18.4680	19.2039	19.9691	20.7648	21.5922	22.4526	23.3473	24.2777
<b>1055</b>	<b>Bi-weekly</b>	1,477.44	1,536.31	1,597.53	1,661.18	1,727.38	1,796.21	1,867.78	1,942.22
	<b>Monthly</b>	3,201.12	3,328.67	3,461.30	3,599.22	3,742.64	3,891.77	4,046.86	4,208.14
	<b>Annual</b>	38,413.44	39,944.06	41,535.78	43,190.68	44,911.88	46,701.46	48,562.28	50,497.72
<b>Electrical Inspector</b>	<b>Hourly</b>	18.4300	19.3755	20.3695	21.4145	22.5131	23.6680	24.8822	26.1500
<b>1065</b>	<b>Bi-weekly</b>	1,474.40	1,550.04	1,629.56	1,713.16	1,801.05	1,893.44	1,990.58	2,092.00
	<b>Monthly</b>	3,194.53	3,358.42	3,530.71	3,711.85	3,902.27	4,102.45	4,312.91	4,532.67
	<b>Annual</b>	38,334.40	40,301.04	42,368.56	44,542.16	46,827.30	49,229.44	51,755.08	54,392.00

		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
		1	2	3	4	5	6	7	8
<b>Emer. Mgmt Coord.</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
	<b>1070 Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
<b>Engineering Tech.</b>	<b>Hourly</b>	18.9600	19.9146	20.9173	21.9705	23.0767	24.2386	25.4590	26.7400
	<b>PW Bi-weekly</b>	1,516.80	1,593.17	1,673.38	1,757.64	1,846.14	1,939.09	2,036.72	2,139.20
	<b>1075 Monthly</b>	3,286.40	3,451.86	3,625.67	3,808.22	3,999.96	4,201.36	4,412.89	4,634.93
	<b>Annual</b>	39,436.80	41,422.42	43,507.88	45,698.64	47,999.64	50,416.34	52,954.72	55,619.20
<b>Evidence Tech.</b>	<b>Hourly</b>	13.7900	14.5609	15.3749	16.2344	17.1419	18.1001	19.1119	20.1800
	<b>1080 Bi-weekly</b>	1,103.20	1,164.87	1,229.99	1,298.75	1,371.35	1,448.01	1,528.95	1,614.40
	<b>Monthly</b>	2,390.27	2,523.89	2,664.98	2,813.96	2,971.26	3,137.35	3,312.73	3,497.87
	<b>Annual</b>	28,683.20	30,286.62	31,979.74	33,767.50	35,655.10	37,648.26	39,752.70	41,974.40
<b>Finance Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
	<b>1085 Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
<b>GIS Specialist</b>	<b>Hourly</b>	21.0224	22.0648	23.1589	24.3072	25.5124	26.7774	28.1051	29.4987
	<b>1090 Bi-weekly</b>	1,681.79	1,765.18	1,852.71	1,944.58	2,040.99	2,142.19	2,248.41	2,359.90
	<b>Monthly</b>	3,643.88	3,824.57	4,014.21	4,213.25	4,422.15	4,641.42	4,871.55	5,113.12
	<b>Annual</b>	43,726.54	45,894.68	48,170.46	50,559.08	53,065.74	55,696.94	58,458.66	61,357.40
<b>Maint. Worker I</b>	<b>Hourly</b>	14.4900	15.1305	15.7993	16.4976	17.2268	17.9882	18.7833	19.6100
	<b>Bldg. Bi-weekly</b>	1,159.20	1,210.44	1,263.94	1,319.81	1,378.14	1,439.06	1,502.66	1,568.80
	<b>1095 Monthly</b>	2,511.60	2,622.62	2,738.55	2,859.58	2,985.98	3,117.95	3,255.77	3,399.07
	<b>Annual</b>	30,139.20	31,471.44	32,862.44	34,315.06	35,831.64	37,415.56	39,069.16	40,788.80
<b>Maint. Worker I</b>	<b>Hourly</b>	14.4900	15.1305	15.7993	16.4976	17.2268	17.9882	18.7833	19.6100
	<b>Library Bi-weekly</b>	1,159.20	1,210.44	1,263.94	1,319.81	1,378.14	1,439.06	1,502.66	1,568.80
	<b>1098 Monthly</b>	2,511.60	2,622.62	2,738.55	2,859.58	2,985.98	3,117.95	3,255.77	3,399.07
	<b>Annual</b>	30,139.20	31,471.44	32,862.44	34,315.06	35,831.64	37,415.56	39,069.16	40,788.80

		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
		1	2	3	4	5	6	7	8
<b>Maint. Worker II</b>	<b>Hourly</b>	15.2700	15.9480	16.6561	17.3956	18.1680	18.9747	19.8172	20.7000
<b>Bldg.</b>	<b>Bi-weekly</b>	1,221.60	1,275.84	1,332.49	1,391.65	1,453.44	1,517.98	1,585.38	1,656.00
<b>1100</b>	<b>Monthly</b>	2,646.80	2,764.32	2,887.06	3,015.24	3,149.12	3,288.95	3,434.98	3,588.00
	<b>Annual</b>	31,761.60	33,171.84	34,644.74	36,182.90	37,789.44	39,467.48	41,219.88	43,056.00
<b>Maint Worker II</b>	<b>Hourly</b>	15.2700	15.9480	16.6561	17.3956	18.1680	18.9747	19.8172	20.7000
<b>Police</b>	<b>Bi-weekly</b>	1,221.60	1,275.84	1,332.49	1,391.65	1,453.44	1,517.98	1,585.38	1,656.00
	<b>Monthly</b>	2,646.80	2,764.32	2,887.06	3,015.24	3,149.12	3,288.95	3,434.98	3,588.00
	<b>Annual</b>	31,761.60	33,171.84	34,644.74	36,182.90	37,789.44	39,467.48	41,219.88	43,056.00
<b>Parks &amp; Rec.Secr.</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>1105</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
<b>Planning Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>1110</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
<b>Planning Technician</b>	<b>Hourly</b>	19.0169	19.9709	20.9650	22.0119	23.1119	24.2647	25.4838	26.7559
<b>1115</b>	<b>Bi-weekly</b>	1,521.35	1,597.67	1,677.20	1,760.95	1,848.95	1,941.18	2,038.70	2,140.47
	<b>Monthly</b>	3,296.26	3,461.62	3,633.93	3,815.40	4,006.06	4,205.88	4,417.19	4,637.69
	<b>Annual</b>	39,555.10	41,539.42	43,607.20	45,784.70	48,072.70	50,470.68	53,006.20	55,652.22
<b>Plans Examiner</b>	<b>Hourly</b>	18.4300	19.3755	20.3695	21.4145	22.5131	23.6680	24.8822	26.1500
<b>1120</b>	<b>Bi-weekly</b>	1,474.40	1,550.04	1,629.56	1,713.16	1,801.05	1,893.44	1,990.58	2,092.00
	<b>Monthly</b>	3,194.53	3,358.42	3,530.71	3,711.85	3,902.27	4,102.45	4,312.91	4,532.67
	<b>Annual</b>	38,334.40	40,301.04	42,368.56	44,542.16	46,827.30	49,229.44	51,755.08	54,392.00
<b>Plumbing Inspector</b>	<b>Hourly</b>	18.4300	19.3755	20.3695	21.4145	22.5131	23.6680	24.8822	26.1500
<b>Backflow 1125</b>	<b>Bi-weekly</b>	1,474.40	1,550.04	1,629.56	1,713.16	1,801.05	1,893.44	1,990.58	2,092.00
<b>Bldg 1127</b>	<b>Monthly</b>	3,194.53	3,358.42	3,530.71	3,711.85	3,902.27	4,102.45	4,312.91	4,532.67
	<b>Annual</b>	38,334.40	40,301.04	42,368.56	44,542.16	46,827.30	49,229.44	51,755.08	54,392.00

		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
		1	2	3	4	5	6	7	8
<b>Police Records Clk</b>	<b>Hourly</b>	12.4000	13.0002	13.6294	14.2891	14.9807	15.7058	16.4660	17.2600
<b>1130</b>	<b>Bi-weekly</b>	992.00	1,040.02	1,090.35	1,143.13	1,198.46	1,256.46	1,317.28	1,380.80
	<b>Monthly</b>	2,149.33	2,253.37	2,362.43	2,476.78	2,596.65	2,722.34	2,854.11	2,991.73
	<b>Annual</b>	25,792.00	27,040.52	28,349.10	29,721.38	31,159.96	32,667.96	34,249.28	35,900.80
<b>Shoot Range Oper</b>	<b>Hourly</b>	19.2400	20.0943	20.9865	21.9183	22.8915	23.9079	24.9694	26.0800
<b>1140</b>	<b>Bi-weekly</b>	1,539.20	1,607.54	1,678.92	1,753.46	1,831.32	1,912.63	1,997.55	2,086.40
	<b>Monthly</b>	3,334.93	3,483.01	3,637.66	3,799.17	3,967.86	4,144.04	4,328.03	4,520.53
	<b>Annual</b>	40,019.20	41,796.04	43,651.92	45,589.96	47,614.32	49,728.38	51,936.30	54,246.40
<b>Stormwater Tech.</b>	<b>Hourly</b>	18.9600	19.9146	20.9173	21.9705	23.0767	24.2386	25.4590	26.7400
<b>1145</b>	<b>Bi-weekly</b>	1,516.80	1,593.17	1,673.38	1,757.64	1,846.14	1,939.09	2,036.72	2,139.20
	<b>Monthly</b>	3,286.40	3,451.86	3,625.67	3,808.22	3,999.96	4,201.36	4,412.89	4,634.93
	<b>Annual</b>	39,436.80	41,422.42	43,507.88	45,698.64	47,999.64	50,416.34	52,954.72	55,619.20
<b>Utility Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>Admin</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
<b>1150</b>	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
<b>Utility Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>Burdick</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
<b>1152</b>	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
<b>Utility Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>PCC</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
<b>1155</b>	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
<b>Utility Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>PGS</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
<b>1157</b>	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

## STEP PLACEMENT CHART

### ADMINISTRATION

		1	2	3	4	5	6	7	8
<b>Audio - Video Technician</b>	<b>Hourly</b>	14.9000	15.6510	16.4398	17.2684	18.1387	19.0529	20.0132	21.0200
	<b>1020 Bi-weekly</b>	1,192.00	1,252.08	1,315.18	1,381.47	1,451.10	1,524.23	1,601.06	1,681.60
	<b>Monthly</b>	2,582.67	2,712.84	2,849.57	2,993.19	3,144.04	3,302.50	3,468.95	3,643.47
	<b>Annual</b>	30,992.00	32,554.08	34,194.68	35,918.22	37,728.60	39,629.98	41,627.56	43,721.60

		Current Step	Hrly Rate		New Step	New Hrly		Next Step	Effective
WATSON	JEREMY	4	16.1396		4	17.2684		5	2/1/2010
	1/22/2007								

### BUILDING DEPARTMENT

		1	2	3	4	5	6	7	8
<b>Building Inspector</b>	<b>Hourly</b>	18.4300	19.3755	20.3695	21.4145	22.5131	23.6680	24.8822	26.1500
	<b>1025 Bi-weekly</b>	1,474.40	1,550.04	1,629.56	1,713.16	1,801.05	1,893.44	1,990.58	2,092.00
	<b>Monthly</b>	3,194.53	3,358.42	3,530.71	3,711.85	3,902.27	4,102.45	4,312.91	4,532.67
	<b>Annual</b>	38,334.40	40,301.04	42,368.56	44,542.16	46,827.30	49,229.44	51,755.08	54,392.00

		Current Step	Hrly Rate		New Step	New Hrly		Next Step	Effective
ALBRIGHT	DONALD	8	24.8941		8	26.1500			
	5/16/1994								
MANOLIDIS	STEVEN	8	24.8941		8	26.1500			
	3/11/1991								

		1	2	3	4	5	6	7	8
<b>Building Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
	<b>1030 Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

		Current Step	Hrly Rate		New Step	New Hrly		Next Step	Effective
COLLINSON	KARLA	8	17.5671		7	18.7740		8	10/12/2009
	4/3/2006								
RATHEL	KATHY	8	17.5671		7	18.7740		8	4/12/2010
	10/3/2005								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Electrical Inspector</b>	<b>Hourly</b>	18.4300	19.3755	20.3695	21.4145	22.5131	23.6680	24.8822	26.1500
	<b>1065 Bi-weekly</b>	1,474.40	1,550.04	1,629.56	1,713.16	1,801.05	1,893.44	1,990.58	2,092.00
	<b>Monthly</b>	3,194.53	3,358.42	3,530.71	3,711.85	3,902.27	4,102.45	4,312.91	4,532.67
	<b>Annual</b>	38,334.40	40,301.04	42,368.56	44,542.16	46,827.30	49,229.44	51,755.08	54,392.00
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
GRIESS	KURT	5	21.5036		5	22.5131		6	1/18/2010
	1/15/2007								
MATHIS	DEAN	8	24.8941		8	26.1500			
	3/22/1976								
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Maintenance Worker I</b>	<b>Hourly</b>	14.4900	15.1305	15.7993	16.4976	17.2268	17.9882	18.7833	19.6100
	<b>Bldg. Bi-weekly</b>	1,159.20	1,210.44	1,263.94	1,319.81	1,378.14	1,439.06	1,502.66	1,568.80
	<b>1095 Monthly</b>	2,511.60	2,622.62	2,738.55	2,859.58	2,985.98	3,117.95	3,255.77	3,399.07
	<b>Annual</b>	30,139.20	31,471.44	32,862.44	34,315.06	35,831.64	37,415.56	39,069.16	40,788.80
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
BENNETT	ROLLEY	8	18.0844		7	18.7833		8	10/11/2010
	9/27/2003								
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Maintenance Worker II</b>	<b>Hourly</b>	15.2700	15.9480	16.6561	17.3956	18.1680	18.9747	19.8172	20.7000
	<b>Bldg. Bi-weekly</b>	1,221.60	1,275.84	1,332.49	1,391.65	1,453.44	1,517.98	1,585.38	1,656.00
	<b>1100 Monthly</b>	2,646.80	2,764.32	2,887.06	3,015.24	3,149.12	3,288.95	3,434.98	3,588.00
	<b>Annual</b>	31,761.60	33,171.84	34,644.74	36,182.90	37,789.44	39,467.48	41,219.88	43,056.00
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
HENKE	BRIAN	2	14.2185		1	15.2700		2	9/13/2010
	8/31/2009								



		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Plans Examiner</b>	<b>Hourly</b>	18.4300	19.3755	20.3695	21.4145	22.5131	23.6680	24.8822	26.1500
<b>1120</b>	<b>Bi-weekly</b>	1,474.40	1,550.04	1,629.56	1,713.16	1,801.05	1,893.44	1,990.58	2,092.00
	<b>Monthly</b>	3,194.53	3,358.42	3,530.71	3,711.85	3,902.27	4,102.45	4,312.91	4,532.67
	<b>Annual</b>	38,334.40	40,301.04	42,368.56	44,542.16	46,827.30	49,229.44	51,755.08	54,392.00

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
KLIMEK	EDWARD	4	20.4800		4	21.4145		5	6/21/2010
	6/13/2007								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Plumbing Inspector</b>	<b>Hourly</b>	18.4300	19.3755	20.3695	21.4145	22.5131	23.6680	24.8822	26.1500
<b>Bckflw 1125</b>	<b>Bi-weekly</b>	1,474.40	1,550.04	1,629.56	1,713.16	1,801.05	1,893.44	1,990.58	2,092.00
<b>Bldg. 1127</b>	<b>Monthly</b>	3,194.53	3,358.42	3,530.71	3,711.85	3,902.27	4,102.45	4,312.91	4,532.67
	<b>Annual</b>	38,334.40	40,301.04	42,368.56	44,542.16	46,827.30	49,229.44	51,755.08	54,392.00

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
SHAW	RUSSELL	8	24.8941		8	26.1500			
	6/2/2003								
SCOGGINS	DAVID	8	24.8941		8	26.1500			
	5/24/1999								

### EMERGENCY MANAGEMENT

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Emer. Mgmt Coord.</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>1070</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
OSTERMAN	MELYNDA	3	13.6633		2	14.6053		3	11/23/2009
	5/22/2006								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Communication Spec/EMD</b>	<b>Hourly</b>	14.0000	14.7787	15.6007	16.4684	17.3844	18.3513	19.3720	20.4500
	<b>1035 Bi-weekly</b>	1,120.00	1,182.30	1,248.06	1,317.47	1,390.75	1,468.10	1,549.76	1,636.00
	<b>E-911 1037 Monthly</b>	2,426.67	2,561.64	2,704.12	2,854.52	3,013.30	3,180.89	3,357.81	3,544.67
	<b>Annual</b>	29,120.00	30,739.80	32,449.56	34,254.22	36,159.50	38,170.60	40,293.76	42,536.00
		<b>Current Step</b>	<b>Hrly Rate</b>			<b>New Step</b>	<b>New Hrly</b>	<b>Next Step</b>	<b>Effective</b>
SHEARS	MELINDA	1	12.8866			1	14.0000	2	01/31/2011
	01/18/2010								
HIGGINS	GRADY	3	14.2124			2	14.7787	3	1/4/2010
	1/3/2008								
KASTEN	STEPHANIE	3	14.2124			2	14.7787	3	8/16/2010
	5/27/2008								
REED	BRENDAN	3	14.2124			2	14.7787	3	6/21/2010
	6/9/2008								
PROEHL-FOSKET	JULIE	5	15.6623			4	16.4684	5	7/19/2010
	7/10/2006								
ANDRADE	SHANNA	8	18.1776			7	19.3720	8	11/23/2009
	11/19/2001								
CLEARY	MICHAEL	8	18.1776			7	19.3720	8	3/1/2010
	2/21/1996								
HOSTLER	JENNIFER	8	18.1776			7	19.3720	8	4/26/2010
	4/23/2003								
KISSLER	VICKI	8	18.1776			7	19.3720	8	4/26/2010
	4/12/1999								
KOELZER	KIMBERLY	8	18.1776			7	19.3720	8	8/2/2010
	7/20/1998								
RICHARDS	DWIGHT	8	18.1776			7	19.3720	8	5/10/2010
	5/2/1990								
RICHARDS-ZLOMKE	CELINE	8	18.1776			7	19.3720	8	11/23/2009
	11/19/2001								

## FINANCE DEPARTMENT

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Accounts Payable Clerk</b>	<b>Hourly</b>	14.1900	14.9591	15.7699	16.6246	17.5257	18.4756	19.4770	20.5300
<b>1135</b>	<b>Bi-weekly</b>	1,135.20	1,196.73	1,261.59	1,329.97	1,402.06	1,478.05	1,558.16	1,642.40
	<b>Monthly</b>	2,459.60	2,592.91	2,733.45	2,881.60	3,037.79	3,202.44	3,376.01	3,558.53
	<b>Annual</b>	29,515.20	31,114.98	32,801.34	34,579.22	36,453.56	38,429.30	40,512.16	42,702.40

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
RENZ	NICOLE	6	17.0928		5	17.5257		6	6/7/2010
	5/28/2007								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Computer Operator</b>	<b>Hourly</b>	17.9300	18.6444	19.3873	20.1598	20.9631	21.7984	22.6670	23.5702
<b>1045</b>	<b>Bi-weekly</b>	1,434.40	1,491.55	1,550.98	1,612.78	1,677.05	1,743.87	1,813.36	1,885.62
	<b>Monthly</b>	3,107.87	3,231.70	3,360.47	3,494.36	3,633.61	3,778.39	3,928.95	4,085.51
	<b>Annual</b>	37,294.40	38,780.30	40,325.48	41,932.28	43,603.30	45,340.62	47,147.36	49,026.12

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
JOHNSTON	YVONNE	8	23.5702		8	23.5702			
	8/13/1990								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Computer Programmer</b>	<b>Hourly</b>	20.4500	21.5972	22.8088	24.0884	25.4398	26.8670	28.3742	29.9700
<b>1050</b>	<b>Bi-weekly</b>	1,636.00	1,727.78	1,824.70	1,927.07	2,035.18	2,149.36	2,269.94	2,397.60
	<b>Monthly</b>	3,544.67	3,743.51	3,953.53	4,175.32	4,409.57	4,656.95	4,918.19	5,194.80
	<b>Annual</b>	42,536.00	44,922.28	47,442.20	50,103.82	52,914.68	55,883.36	59,018.44	62,337.60

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
KRUEGER	MATTHEW	3	23.1597		4	24.0884		5	3/1/2010
	2/19/2007								
HOLMES	ROBERT	8	28.5748		8	29.9700			
	10/6/2003								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Computer Technician</b>	<b>Hourly</b>	18.4680	19.2039	19.9691	20.7648	21.5922	22.4526	23.3473	24.2777
	<b>1055 Bi-weekly</b>	1,477.44	1,536.31	1,597.53	1,661.18	1,727.38	1,796.21	1,867.78	1,942.22
	<b>Monthly</b>	3,201.12	3,328.67	3,461.30	3,599.22	3,742.64	3,891.77	4,046.86	4,208.14
	<b>Annual</b>	38,413.44	39,944.06	41,535.78	43,190.68	44,911.88	46,701.46	48,562.28	50,497.72
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
FRITZ	SEAN	3	19.9691		3	19.9691		4	3/15/2010
	3/5/2007								
BOWERS	RICKIE	7	23.3473		7	23.3473		8	3/15/2010
	3/10/1997								
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Finance Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
	<b>1085 Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
USREY	MARY KAYE	8	17.5671		7	18.7740		8	12/21/2009
	12/8/1997								
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>GIS Specialist</b>	<b>Hourly</b>	21.0224	22.0648	23.1589	24.3072	25.5124	26.7774	28.1051	29.4987
	<b>1090 Bi-weekly</b>	1,681.79	1,765.18	1,852.71	1,944.58	2,040.99	2,142.19	2,248.41	2,359.90
	<b>Monthly</b>	3,643.88	3,824.57	4,014.21	4,213.25	4,422.15	4,641.42	4,871.55	5,113.12
	<b>Annual</b>	43,726.54	45,894.68	48,170.46	50,559.08	53,065.74	55,696.94	58,458.66	61,357.40
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
LARSON	PATRICK	8	29.4987		8	29.4987			
	11/3/2003								

## FIRE DEPARTMENT

		1	2	3	4	5	6	7	8
<b>Administrative Assistant</b>	<b>Hourly</b>	14.7600	15.5405	16.3623	17.2275	18.1385	19.0977	20.1076	21.1700
	<b>Fire</b>								
	<b>Bi-weekly</b>	1,180.80	1,243.24	1,308.98	1,378.20	1,451.08	1,527.82	1,608.61	1,693.60
1010	<b>Monthly</b>	2,558.40	2,693.69	2,836.13	2,986.10	3,144.01	3,310.27	3,485.32	3,669.47
	<b>Annual</b>	30,700.80	32,324.24	34,033.48	35,833.20	37,728.08	39,723.32	41,823.86	44,033.60

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
HOFFMAN	CHRISTINE	8	20.7774		8	21.1700			
	10/3/2005								

## LIBRARY

		1	2	3	4	5	6	7	8
<b>Maintenance Worker I</b>	<b>Hourly</b>	14.4900	15.1305	15.7993	16.4976	17.2268	17.9882	18.7833	19.6100
	<b>Library</b>								
	<b>Bi-weekly</b>	1,159.20	1,210.44	1,263.94	1,319.81	1,378.14	1,439.06	1,502.66	1,568.80
1098	<b>Monthly</b>	2,511.60	2,622.62	2,738.55	2,859.58	2,985.98	3,117.95	3,255.77	3,399.07
	<b>Annual</b>	30,139.20	31,471.44	32,862.44	34,315.06	35,831.64	37,415.56	39,069.16	40,788.80

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
HAYMAN	RAYMOND	8	18.0844		7	18.7833		8	10/12/2009
	10/6/2003								

## PLANNING DEPARTMENT

		1	2	3	4	5	6	7	8
<b>Comm. Dev. Admin.</b>	<b>Hourly</b>	16.0800	16.9361	17.8378	18.7875	19.7878	20.8413	21.9508	23.1200
	<b>1040</b>								
	<b>Bi-weekly</b>	1,286.40	1,354.89	1,427.02	1,503.00	1,583.02	1,667.30	1,756.06	1,849.60
	<b>Monthly</b>	2,787.20	2,935.59	3,091.89	3,256.50	3,429.89	3,612.49	3,804.81	4,007.47
	<b>Annual</b>	33,446.40	35,227.09	37,102.62	39,078.00	41,158.42	43,349.70	45,657.66	48,089.60

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
QUANDT	BARBARA	3	17.1636		3	17.8378		4	2/1/2010
	1/21/2008								
KUZMA	JOAN	8	21.9041		8	23.1200			
	8/28/2000								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Planning Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>1110</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
WOODS ROSELINDA		3	13.7705		2	14.6053		3	3/1/2010
									2/27/2008

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Planning Technician</b>	<b>Hourly</b>	19.0169	19.9709	20.9650	22.0119	23.1119	24.2647	25.4838	26.7559
<b>1115</b>	<b>Bi-weekly</b>	1,521.35	1,597.67	1,677.20	1,760.95	1,848.95	1,941.18	2,038.70	2,140.47
	<b>Monthly</b>	3,296.26	3,461.62	3,633.93	3,815.40	4,006.06	4,205.88	4,417.19	4,637.69
	<b>Annual</b>	39,555.10	41,539.42	43,607.20	45,784.70	48,072.70	50,470.68	53,006.20	55,652.22

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
MASLONKA	EDWIN	8	26.7559		8	26.7559			
									1/29/1968

## PARKS AND RECREATION DEPARTMENT

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Parks &amp; Rec.Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>1105</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
BUETTNER	PATRICIA	8	17.5671		7	18.7740		8	8/30/2010
									8/20/1982

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Shooting Range Oper.</b>	<b>Hourly</b>	19.2400	20.0943	20.9865	21.9183	22.8915	23.9079	24.9694	26.0800
<b>1140</b>	<b>Bi-weekly</b>	1,539.20	1,607.54	1,678.92	1,753.46	1,831.32	1,912.63	1,997.55	2,086.40
	<b>Monthly</b>	3,334.93	3,483.01	3,637.66	3,799.17	3,967.86	4,144.04	4,328.03	4,520.53
	<b>Annual</b>	40,019.20	41,796.04	43,651.92	45,589.96	47,614.32	49,728.38	51,936.30	54,246.40

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
MCDERMOTT	DAVID	3	18.8504		1	19.2400		2	3/29/2010
									3/19/2008

## POLICE DEPARTMENT

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Evidence Technician</b>	Hourly	13.7900	14.5609	15.3749	16.2344	17.1419	18.1001	19.1119	20.1800
<b>1080</b>	Bi-weekly	1,103.20	1,164.87	1,229.99	1,298.75	1,371.35	1,448.01	1,528.95	1,614.40
	Monthly	2,390.27	2,523.89	2,664.98	2,813.96	2,971.26	3,137.35	3,312.73	3,497.87
	Annual	28,683.20	30,286.62	31,979.74	33,767.50	35,655.10	37,648.26	39,752.70	41,974.40
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
ARNOLD	SHERI	8	15.6069		4	16.2344		5	10/12/2009
	10/2/2006								
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Maintenance Worker II</b>	<b>Hourly</b>	15.2700	15.9480	16.6561	17.3956	18.1680	18.9747	19.8172	20.7000
<b>Police</b>	<b>Bi-weekly</b>	1,221.60	1,275.84	1,332.49	1,391.65	1,453.44	1,517.98	1,585.38	1,656.00
	<b>Monthly</b>	2,646.80	2,764.32	2,887.06	3,015.24	3,149.12	3,288.95	3,434.98	3,588.00
	<b>Annual</b>	31,761.60	33,171.84	34,644.74	36,182.90	37,789.44	39,467.48	41,219.88	43,056.00
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
MCVAY	WALTER	7	14.8546		1	15.2700		2	12/21/2009
	12/17/2007	(custodian)							
	10/12/2009	(maint wrkr)							
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Police Records Clerk- FT</b>	<b>Hourly</b>	12.4000	13.0002	13.6294	14.2891	14.9807	15.7058	16.4660	17.2600
<b>1130</b>	<b>Bi-weekly</b>	992.00	1,040.02	1,090.35	1,143.13	1,198.46	1,256.46	1,317.28	1,380.80
	<b>Monthly</b>	2,149.33	2,253.37	2,362.43	2,476.78	2,596.65	2,722.34	2,854.11	2,991.73
	<b>Annual</b>	25,792.00	27,040.52	28,349.10	29,721.38	31,159.96	32,667.96	34,249.28	35,900.80
		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
EVANS	KRISTINA	4	13.5397		4	14.2891		5	3/1/2010
	2/18/2008								
WASKOWIAK	MARY	5	14.2160		5	14.9807		6	11/23/2009
	11/20/2006								
COLGAN	AMI	8	16.4665		8	17.2600			
	3/15/1994								
ENGEL	SUSIE	8	16.4665		8	17.2600			
	8/5/1985								

HILL	AMY	8	16.4665	8	17.2600
	6/27/2000				
KOSMICKI	DOREEN	8	16.4665	8	17.2600
	3/27/1995				
PREISENDORF	ALICIA	8	16.4665	8	17.2600
	2/28/2000				

## PUBLIC WORKS DEPARTMENT

		1	2	3	4	5	6	7	8
<b>Administrative Assistant</b>	<b>Hourly</b>	14.7600	15.5405	16.3623	17.2275	18.1385	19.0977	20.1076	21.1700
<b>Public Works</b>	<b>Bi-weekly</b>	1,180.80	1,243.24	1,308.98	1,378.20	1,451.08	1,527.82	1,608.61	1,693.60
<b>1012</b>	<b>Monthly</b>	2,558.40	2,693.69	2,836.13	2,986.10	3,144.01	3,310.27	3,485.32	3,669.47
	<b>Annual</b>	30,700.80	32,324.24	34,033.48	35,833.20	37,728.08	39,723.32	41,823.86	44,033.60

		Current Step	Hrly Rate	New Step	New Hrly	Next Step	Effective
DELOSH	CATRINA	4	17.0912	4	17.2275	5	10/26/2009
	4/23/2007						

		1	2	3	4	5	6	7	8
<b>Engineering Technician</b>	<b>Hourly</b>	18.9600	19.9146	20.9173	21.9705	23.0767	24.2386	25.4590	26.7400
<b>PW Engineering</b>	<b>Bi-weekly</b>	1,516.80	1,593.17	1,673.38	1,757.64	1,846.14	1,939.09	2,036.72	2,139.20
<b>1075</b>	<b>Monthly</b>	3,286.40	3,451.86	3,625.67	3,808.22	3,999.96	4,201.36	4,412.89	4,634.93
	<b>Annual</b>	39,436.80	41,422.42	43,507.88	45,698.64	47,999.64	50,416.34	52,954.72	55,619.20

		Current Step	Hrly Rate	New Step	New Hrly	Next Step	Effective
CORNELIUS	LARRY	8	24.9516	7	25.4590	8	4/12/2010
	4/1/1998						
LOEB	MILTON	8	24.9516	7	25.4590	8	1/18/2010
	1/10/1972						
SCHWADERER	PAUL	8	24.9516	7	25.4590	8	2/15/2010
	2/10/1991						



		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Stormwater Technician</b>	<b>Hourly</b>	18.9600	19.9146	20.9173	21.9705	23.0767	24.2386	25.4590	26.7400
<b>1145</b>	<b>Bi-weekly</b>	1,516.80	1,593.17	1,673.38	1,757.64	1,846.14	1,939.09	2,036.72	2,139.20
	<b>Monthly</b>	3,286.40	3,451.86	3,625.67	3,808.22	3,999.96	4,201.36	4,412.89	4,634.93
	<b>Annual</b>	39,436.80	41,422.42	43,507.88	45,698.64	47,999.64	50,416.34	52,954.72	55,619.20

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
SEKUTERA	SCOTT	8	24.9516		7	25.4590		8	7/5/2010
	6/23/2008								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Accounting Technician</b>	<b>Hourly</b>	14.9600	15.5898	16.2461	16.9301	17.6429	18.3857	19.1597	19.9700
<b>Streets</b>	<b>Bi-weekly</b>	1,196.80	1,247.18	1,299.69	1,354.41	1,411.43	1,470.86	1,532.78	1,597.60
<b>1005</b>	<b>Monthly</b>	2,593.07	2,702.23	2,815.99	2,934.55	3,058.10	3,186.85	3,321.01	3,461.47
	<b>Annual</b>	31,116.80	32,426.68	33,791.94	35,214.66	36,697.18	38,242.36	39,852.28	41,537.60

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
MEYER	JIMMY	8	19.2334		8	19.9700			
	2/1/1998								

## UTILITIES DEPARTMENT

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Admin Assistant</b>	<b>Hourly</b>	14.7600	15.5405	16.3623	17.2275	18.1385	19.0977	20.1076	21.1700
<b>Utilities</b>	<b>Bi-weekly</b>	1,180.80	1,243.24	1,308.98	1,378.20	1,451.08	1,527.82	1,608.61	1,693.60
<b>1015</b>	<b>Monthly</b>	2,558.40	2,693.69	2,836.13	2,986.10	3,144.01	3,310.27	3,485.32	3,669.47
	<b>Annual</b>	30,700.80	32,324.24	34,033.48	35,833.20	37,728.08	39,723.32	41,823.86	44,033.60

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
GERICKE	PATRICIA	8	20.7774		8	21.1700			
	12/1/1997								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Utility Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>Admin</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
<b>1150</b>	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
MORRIS	MARTHA	8	17.5671		7	18.7740		8	3/15/2010
	3/8/2004								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Utility Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>Burdick</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
<b>1152</b>	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
MARTIN	CYNTHIA	8	17.5671		7	18.7740		8	7/5/2010
	6/30/1997								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Utility Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>PCC</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
<b>1155</b>	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>		<b>Next Step</b>	<b>Effective</b>
BIGLEY	SUSAN	8	17.5671		7	18.7740		8	3/15/2010
	3/6/1995								

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Utility Secretary</b>	<b>Hourly</b>	13.8900	14.6053	15.3575	16.1484	16.9800	17.8545	18.7740	19.7400
<b>PGS</b>	<b>Bi-weekly</b>	1,111.20	1,168.42	1,228.60	1,291.87	1,358.40	1,428.36	1,501.92	1,579.20
<b>1157</b>	<b>Monthly</b>	2,407.60	2,531.59	2,661.97	2,799.06	2,943.20	3,094.78	3,254.16	3,421.60
	<b>Annual</b>	28,891.20	30,378.92	31,943.60	33,588.62	35,318.40	37,137.36	39,049.92	41,059.20

		<b>Current Step</b>	<b>Hrly Rate</b>		<b>New Step</b>	<b>New Hrly</b>	<b>Next Step</b>	<b>Effective</b>
NAGEL	KAREN	6	15.9312		5	16.9800	6	6/21/2010
	6/20/2005							
MUSIL	JESSICA	3	13.7705		2	14.6053	NA	NA
	1/3/2008							

RESOLUTION 2010-23

WHEREAS, an employee group at the City of Grand Island petitioned the Commission of Industrial Relations to be recognized by the City as being represented by the International Brotherhood of Electrical Workers, Local 1597, and

WHEREAS, representatives of the City and IBEW, Local 1597 met for several months to negotiate a labor agreement, and

WHEREAS, an agreement was reached with the employee group that will be identified as the IBEW Service/Clerical group and a labor agreement has been presented to City Council for approval,

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Brotherhood of Electrical Workers, Local # 1597, for the period of October 1, 2009 through September 30, 2011.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on January 12, 2010.

\_\_\_\_\_  
Peg Gilbert, Council President

Attest:

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

Approved as to Form <input checked="" type="checkbox"/> _____ January 8, 2010 <input checked="" type="checkbox"/> City Attorney
--



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item J1

### **Approving Payment of Claims for the Period of December 30, 2009 through January 12, 2010**

*The Claims for the period of December 30, 2009 through January 12, 2010 for a total amount of \$2,216,125.15. A MOTION is in order.*

Staff Contact: Mary Lou Brown



# City of Grand Island

Tuesday, January 12, 2010

Council Session

## Item J2

**Approving Payment of Claims for the Period of December 16, 2009 through January 12, 2010 for the Veterans Athletic Field Complex**

*The Claims for the Veterans Athletic Field Complex for the period of December 16, 2009 through January 12, 2010 for the following requisitions.*

#10    \$24,586.57

*A MOTION is in order.*

Staff Contact: Mary Lou Brown

## FORM OF REQUISITION

REQUISITION NO. 10

Wells Fargo Bank, National Association, as Escrow Agent ("Agent") under the Escrow Agreement, dated as of June 29, 2009 (the "Agreement"), between the City of Grand Island, NE as Owner ("Owner"), and Agent is hereby requested to disburse from the Escrow Fund created by the Agreement to the person, firm or corporation designated below as Payee the sum set forth below such designation, in payment of the cost of the Project or portion thereof constructed, equipped or installed

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Denny's Lawns Inc	2603 O'Flannigan Grand Island, NE 68803	\$750.00	Fine grading of additional 3 acres
Denny's Lawns Inc	2603 O'Flannigan Grand Island, NE 68803	\$2,000.00	Finish grading of ball fields
Elkhorn Fence Co.	PO Box 186 Elkhorn, NE 68022	\$15,845.00	Installation of fence posts
Gerhold Concrete Company, Inc.	PO Box 3567 Omaha, NE 68103- 0567	\$1,656.00	Cement for ball field fencing posts
Gerhold Concrete Company, Inc.	PO Box 3567 Omaha, NE 68103- 0567	\$690.00	Cement for ball field fencing posts
Olsson Associates	1111 Lincoln Mall PO Box 84608 Omaha, NE 68103- 0567	\$1,849.58	Construction administration and observation
Olsson Associates	1111 Lincoln Mall PO Box 84608 Omaha, NE 68103- 0567	\$1,795.99	Engineering services – design

The undersigned hereby certifies that:

(a) The amount requested for payment is for payment or reimbursement for a cost or costs of said Project, has not formed the basis of a previous request for payment and is now due and owing;

(b) A bill or bills or other evidence of each obligation of Lessee is attached herewith; and

(c) Owner will indemnify and hold Agent harmless from and against all claims, losses and damages, including legal fees and expenses that may be incurred in connection with the disbursement requested hereby.

In the event that the Payee named on this Requisition is a person, firm or corporation to which reimbursement is due for payment previously paid by such person, firm or corporation for the cost of the Project or portion thereof, written evidence of such prior payment and the amount thereof is also attached to this Requisition.

Executed this 18 day of Dec,  
2009.

**CITY OF GRAND ISLAND,**  
**NEBRASKA**, as Owner

By Mary Lou Brown  
Owner Representative



Schedule of BillsVendor

<u>Org</u>	<u>Object</u>	<u>Name/Number</u>	<u>Description</u>	<u>Invoice</u>	<u>PO #</u>	<u>WO#</u>	<u>Check #</u>	<u>Amount</u>
40044450	90122	PARKS & RECREATION						
		ATHLETIC COMPLEX						
	1	2574 DENNY'S LAWNS INC	FINE GRADE ADDITIONAL 3 ACRES	634	21848		153223	750.00
	1	2574 DENNY'S LAWNS INC	FINISH GRADE BALL FIELDS	635	21802		153223	2,000.00
	1	1492 ELKHORN FENCE CO	INSTALLATION OF FENCE POSTS	90166	21341		153240	15,845.00
	1	1148 GERHOLD CONCRETE COMPANY INC	CEMENT FOR BALL FIELD FENCING POSTS	50186047	20208		153264	690.00
	1	1148 GERHOLD CONCRETE COMPANY INC	CEMENT FOR BALL FIELD FENCING POSTS	50185858	20208		153264	1,656.00
	1	190 OLSSON ASSOCIATES INC	CONSTRUCTION OBSERVATION #2	136126	21414		153376	1,849.58
	1	190 OLSSON ASSOCIATES INC	FINAL PMT OF ENG SERV DESIGN OF VETS FIELD COMPLEX	136117			153376	1,795.99
<b>40044450 Org Total</b>								<b>24,586.57</b>

COPY

DENNY'S LAWNS INC.  
2603 O'FLANNIGAN  
GRAND ISLAND NE 68803

# INVOICE

**COPY**

Date	INVOICE #
11/29/2009	634
Phone 308-384-3504 Cell 308-379-2432	

Bill To
GRAND ISLAND PARKS ADMINISTRATION 100 EAST 1ST ST P.O. BOX 1968 GRAND ISLAND, NE. 68801

P.O. No.	Terms	Due Date	SALES TAX LOCATION
21848-00	Due Upon Receipt		

Date	Description	Qty	Amount
	FINE GRADE ADDITIONAL THREE ACRES OF SOCCER FIELD AREA		750.00
	SALES TAX		0.00
<b>Total</b>			\$750.00

Voucher #

PO #	21848
Vendor #	2574
Invoice #	634
Description	Fine grade additional acres
Approved by	[Signature]
Org-obj#	40044450-90122
Date	12-2-09
Amount	750.00

Payments/Credits	\$0.00
<b>Balance Due</b>	\$750.00



100 E 1st St \* PO Box 1968 \* Grand Island NE 68802-1968  
(308) 385-5444 Ext 193

# Purchase Order

Fiscal Year 2010

Page 1 of 1

B  
I  
L  
L  
T  
O

PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68801  
308-385-5444 EXT 290  
308-385-5488 FAX

**COPY**

V  
E  
N  
D  
O  
R

DENNYS LAWNS INC  
2603 O FLANNIGAN  
GRAND ISLAND NE 68803

S  
H  
I  
P  
T  
O

PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68801  
308-385-5444 EXT 290  
308-385-5488 FAX

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase  
Order #

**21848-00**

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			21191			
Date Ordered	Vendor Number	Entered By	Requested By	Department/Location		
11/18/2009	2574	pattib	Patti Buettner	PARKS & RECREATION		
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	FINE GRADE ADDITIONAL THREE ACRES OF SOCCER AREA		1.0	Each	\$750.000	\$750.00
	40044450 - 90122					\$750.00
	40044450 - 90122					\$750.00

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

**PO Total**

**\$750.00**

DENNY'S LAWNS INC.  
2603 O'FLANNIGAN  
GRAND ISLAND NE 68803

# INVOICE

Date	INVOICE #
11/29/2009	635

Phone 308-384-3504  
Cell 308-379-2432

Bill To
GRAND ISLAND PARKS ADMINISTRATION 100 EAST 1ST ST P.O. BOX 1968 GRAND ISLAND, NE. 68801

**COPY**

P.O. No.	Terms	Due Date	SALES TAX LOCATION
21802-00	Due Upon Receipt		

Date	Description	Qty	Amount
	FINISH GRADE BALL FIELDS AT THE NEW VETERANS ATHLETIC FIELD COMPLEX		2,000.00
	SALES TAX		0.00
			<b>Total</b> \$2,000.00
			<b>Payments/Credits</b> \$0.00
			<b>Balance Due</b> \$2,000.00

Voucher #

PO #	21802
Vendor #	2574
Invoice #	635
Description	Finish grade ball fields
Approved by	[Signature] Date 12-2-09
Org-obj#	40044450-90122

40044450-90122

2,000.00



100 E 1st St \* PO Box 1968 \* Grand Island NE 68802-1968  
(308) 385-5444 Ext 193

# Purchase Order

Fiscal Year 2010

Page 1 of 1

B  
I  
L  
L  
T  
O  
  
V  
E  
N  
D  
O  
R

PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68801  
308-385-5444 EXT 290  
308-385-5488 FAX

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS

Purchase Order # **21802-00**

**COPY**

DENNYS LAWNS INC  
2603 O FLANNIGAN  
GRAND ISLAND NE 68803

S  
H  
I  
P  
T  
O  
  
PARKS OPERATIONS  
ATTN: GREGG BOSTELMAN  
1707 W OKLAHOMA  
GRAND ISLAND, NE 68801  
308-385-5426  
308-385-5296 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			21138			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
11/06/2009	2574	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No		Qty	UOM	Unit Price	Extended Price
-	FINISH GRADE BALL FIELDS AT THE NEW VETERANS ATHLETIC FIELD COMPLEX 40044450 - 90122 \$2,000.00		1.0	JOB	\$2,000.000	\$2,000.00

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

**PO Total \$2,000.00**

# Elkhorn Fence Co.

P. O. Box 186  
Elkhorn, NE 68022

## Invoice

DATE	INVOICE #
12/1/2009	90166


<b>BILL TO</b>
City of Grand Island Parks Administration 100 E 1st Street P.O. Box 1968 Grand Island, NE 68801

# COPY

P.O. NO.	TERMS	DUE DATE	EFC Job #
21341-00	Net 30	12/31/2009	909-09

QTY	DESCRIPTION	RATE	AMOUNT
1.	Supply all materials and labor to install 508 Galv. fence posts per specs for the new Veterans Athletic Field complex 40044450-90122	15,845.00	15,845.00
	Nebraska Sales Tax	0.00	0.00

Voucher #

PO #	21341		
Vendor #	1492		
Invoice #	90166		
Description	Install ball field fence posts.		
Approved by		Date	12-4-09
Org-obj#	40044450 - 90122	Amount	15,845.00

Please remit to above address.

**Total Due** **\$15,845.00**



100 E 1st St \* PO Box 1968 \* Grand Island NE 68802-1968  
(308) 385-5444 Ext 193

# Purchase Order

Fiscal Year 2009

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase  
Order #

**21341-00**

**BILL TO**  
PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68801  
308-385-5444 EXT 290  
308-385-5488 FAX

**VENDOR**  
ELKHORN FENCE CO  
PO BOX 186  
ELKHORN NE 68022

**SHIP TO**  
PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68801  
308-385-5444 EXT 290  
308-385-5488 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
402-289-4945		(402) 289-5566	20568			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
09/02/2009	1492	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	SUPPLY ALL MATERIAL AND LABOR TO INSTALL 508 GALVANIZED FENCE POSTS PER SPECIFICATIONS FOR THE NEW VETERANS ATHLETIC FIELD COMPLEX. 40044450 - 90122 \$15,845.00		1.0	JOB	\$15,845.000	\$15,845.00
	40044450 - 90122 \$15,845.00					

**COPY**

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

**PO Total**

**\$15,845.00**



# GERHOLD CONCRETE COMPANY, INC.

**REMIT TO:**

Gerhold Concrete Company, Inc.  
PO Box 3567  
Omaha NE 68103-0567

**INVOICE INFORMATION**

INVOICE NUMBER: 50185858 PAGE: 1  
INVOICE DATE: 11/19/09  
DUE DATE: 12/20/09

**BILL TO:**

25370 16400  
CITY OF GRAND ISLAND-PARK  
PO BOX 1968  
GRAND ISLAND NE 68802

**ORDER INFORMATION**

ORDER NUMBER: 50054 DELIVERY DATE: 11/19/09  
PO NUMBER: ELK HORN FENCE  
JOB NUMBER:

For billing questions, call (402) 558-2727

or

Fax (402) 553-8251

DELIVERY INFORMATION: GC-ANNUAL MATERIAL REQUIREMENT  
NEW SOFTBALL FIELDS

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	NET AMOUNT
100718	3000 PSI				
Tk# 53431658	3000 PSI	8.00	cy	69.00/E	
Tk# 53431664	3000 PSI	8.00	cy	69.00/E	
Tk# 53431667	3000 PSI	8.00	cy	69.00/E	
	Item Total:	24.00			1,656.00

COPY

20208 ✓  
12/1/09  
17303- Contract Resolution #2009-50  
1148  
50185858  
Cement for ball field fencing posts  
11-30-09  
40044450-90122 1,656.00

TERMS: Payment for materials and/or services purchased shall be due on the due date shown at the top of this invoice. Past due amounts shall bear interest at the rate of one and one half per cent (1 1/2%) per month, 18% per annum until paid.

INTEREST CHARGES ARE DUE UPON RECEIPT

SUBTOTAL AMOUNT: 1,656.00  
TAX AMOUNT: 0.00  
TOTAL AMOUNT DUE: 1,656.00





# GERHOLD CONCRETE COMPANY, INC.

**REMIT TO:**

Gerhold Concrete Company, Inc.  
PO Box 3567  
Omaha NE 68103-0567

**INVOICE INFORMATION**

INVOICE NUMBER: 50186047 PAGE: 1  
INVOICE DATE: 11/20/09  
DUE DATE: 12/20/09

**BILL TO:**

25370 16400  
CITY OF GRAND ISLAND-PARK  
PO BOX 1968  
GRAND ISLAND NE 68802

**ORDER INFORMATION**

ORDER NUMBER: 50047 DELIVERY DATE: 11/20/09  
PO NUMBER: ELK HORN FENCE  
JOB NUMBER:

For billing questions, call (402) 558-2727

or

Fax (402) 553-8251

DELIVERY INFORMATION: GC-ANNUAL MATERIAL REQUIREMENT  
NEW SOFTBALL FIELDS

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	NET AMOUNT
100718	3000 PSI				
Tk# 53431678	3000 PSI	10.00	cy	69.00/E	690.00
	Item Total:	10.00			
COPY					
Voucher #					
PO#	17303 20208	VNR	12/1/09		
Vendor #	1148				
Invoice #	50186047				
Description	Cement for ball field fencing posts				
Approved by	JP	11-30-09			
Proj-obj#	40044450-90122	690.00			

TERMS: Payment for materials and/or services purchased shall be due on the due date shown at the top of this invoice. Past due amounts shall bear interest at the rate of one and one half per cent (1 1/2%) per month, 18% per annum until paid.

INTEREST CHARGES ARE DUE UPON RECEIPT

SUBTOTAL AMOUNT: 690.00  
TAX AMOUNT: 0.00

TOTAL AMOUNT DUE: 690.00

**Invoice**

1111 Lincoln Mall  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5160

November 25, 2009

Invoice No: 136126

*Partial  
payment*

Steve Paustian  
Parks and Recreation Director  
City of Grand Island NE  
100 E First St  
PO Box 1968  
Grand Island, NE 68802-1968

21414	
190	
136126	
Construction Observation #2	
Approved by <i>JP</i>	Date 11-30-09
Org-obj# 40044450-90122	Amount 1,849.58

OA Project No. 009-1973

GI New Vets Athletic Field Complex

PO #21414-00 dated 9/10/09

Professional services rendered from October 11, 2009 through November 7, 2009. Services this period include part-time construction administration and observation of the grading improvements, checking irrigation areas, checking final grade of ball fields, and preliminary walk thru with the Contractor of the grading project.

Phase 600 Construction Observation

**Professional Personnel**

**COPY**

	Hours	Rate	Amount
Aitken, Timothy	.50	88.99	44.50
Hurt, Jaden	4.00	43.19	172.76
Hurt, Jesse	4.00	61.70	246.80
Kolbet, Timothy	5.00	50.90	254.50
Loomis, Zack	4.25	62.01	263.54
Rief, Matthew	5.25	123.10	646.28
Schmitt, Steven	3.50	49.98	174.93
<b>Totals</b>	<b>26.50</b>		<b>1,803.31</b>
<b>Total Labor</b>			<b>1,803.31</b>

**Reimbursable Expenses**

Personal Vehicle Mileage	2.20	
<b>Total Reimbursables</b>	<b>2.20</b>	<b>2.20</b>

**Internal Unit Billing**

Construction Vehicle	10.0 Miles @ 0.68	6.80	
Survey Supplies		37.27	
<b>Total Internal Units</b>		<b>44.07</b>	<b>44.07</b>

**Total this Phase \$1,849.58**

**Billing Limits**

Current

Prior

To-Date

OA Project No. 009-1973

GI New Vets Athletic Field Complex

Invoice 136126

Total Billings	1,849.58	1,697.17	3,546.75
Limit			7,500.00
Balance Remaining			3,953.25

**AMOUNT DUE THIS INVOICE**

**\$1,849.58**

Authorized By: Matthew Rief

**COPY**

November 30, 2009

190

Olsson Associates

P.O. Box 84608

Lincoln, NE 68501-4608

**COPY**

Payment #3 Final - Engineering Services  
Design of Veterans Field Athletic Complex  
Resolution 2009-187

Sam Parsons

N/A

Prepared by: **Patti Buettner**

**Invoice**

1111 Lincoln Mall  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5160

November 25, 2009  
Invoice No: 136117

Steve Paustian  
Parks and Recreation Director  
City of Grand Island NE  
100 E First St  
PO Box 1968  
Grand Island, NE 68802-1968

**COPY**

OA Project No. 009-1423      GI Phase 1 Sports Complex

Professional services rendered from October 11, 2009 through November 7, 2009 for finalization of paving and utilities plans and specifications.

---

Phase      500      Phase 1 Design

Services performed in accordance with Letter Agreement dated August 5, 2009.

**Fee**

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Phase I Design	29,800.00	100.00	29,800.00	28,004.01	1,795.99
Subtotal	29,800.00		29,800.00	28,004.01	1,795.99
	<b>Subtotal</b>				<b>1,795.99</b>

**Total this Phase      \$1,795.99**

**AMOUNT DUE THIS INVOICE      \$1,795.99**

Authorized By: Terry Brown

RESOLUTION 2009-187

WHEREAS, the City of Grand Island is in the process of developing a new athletic complex; and

WHEREAS, such project will require an engineering consultant to prepare plans and specifications for the construction of the athletic complex; and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for engineering services for such project; and

WHEREAS, two proposals were received and the proposal from Olsson Associates ranked the highest; and

WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals in the amount of \$29,800.00; and

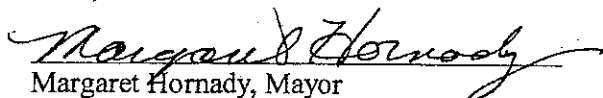
WHEREAS, a Consultant Agreement with Olsson Associates to perform engineering work for such project has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Consultant Agreement with Olsson Associates of Grand Island and Lincoln, Nebraska for engineering consulting work for the design of an athletic complex is hereby approved at a cost of \$29,800.00.

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

---

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2009.

  
Margaret Hornady, Mayor

Attest:

  
Paul Briseno, Deputy City Clerk

COPY

Approved as to Form	<input checked="" type="checkbox"/> <u>YES</u>
July 27, 2009	<input type="checkbox"/> City Attorney