
City of Grand Island



Tuesday, August 24, 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, August 24, 2010

Council Session

Item C1

Recognition of Larry Cornelius, Senior Engineering Technician with the Public Works Department for 40 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Larry Cornelius, Sr. Engineering Technician with the Public Works Department for 40 Years of Service with the City of Grand Island. Mr. Cornelius was hired on August 25, 1970 as an Engineering Aide I; was promoted to Engineering Aide II on February 1, 1973; Engineering Aide III on May 1, 1975; Engineering Aide IV on July 14, 1980 and to his current position of Sr. Engineering Technician on November 1, 1992. We congratulate Mr. Cornelius for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Hornady

Forty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

LARRY CORNELIUS

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

City of
GRAND



ISLAND

Steven Fieble

Department Director

Margaret Kennedy

Mayor

8-25-2010

Date

7-19-2010

Date



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item C2

Proclamation "Life Insurance Awareness Month" September 2010

Roughly 70 million adult Americans have no life insurance and during times like these when so many families continue to struggle, life insurance coverage is more important than ever. The life insurance industry pays roughly \$60 billion to beneficiaries each year, providing a tremendous source of financial relief and security to families that experience the loss of a loved one. Mayor Hornady has proclaimed the month of September, 2010 as "Life Insurance Awareness Month". See attached PROCLAMATION.

Staff Contact: Mayor Hornady



THE OFFICE OF THE MAYOR

City of Grand Island

State of Nebraska

PROCLAMATION

WHEREAS, the vast majority of Americans recognize that it is important to own life insurance to safeguard the financial security of their loved ones; and

WHEREAS, the life insurance industry pays roughly \$60 billion to beneficiaries each year, providing a tremendous source of financial relief and security to families that experience the loss of a loved one; and



WHEREAS, despite the peace of mind that life insurance brings to millions of American families, there are still too many Americans that lack adequate life insurance coverage; and

WHEREAS, the unfortunate reality today is that roughly 70 million adult Americans have no life insurance, and most of those with coverage have less than experts recommend; and

WHEREAS, a recent survey found that nearly half of all Americans are worried about how their families would manage financially if they were to die tomorrow; and

WHEREAS, during times like these when so many families continue to struggle, life insurance coverage is more important than ever because most families have fewer financial resources to fall back on than in years past, increasing their financial vulnerability; and

WHEREAS, the nonprofit Life and Health Insurance Foundation of Education (LIFE) and a coalition representing hundreds of leading life insurance companies and organizations have designated September 2010 as "Life Insurance Awareness Month", whose goal is to get consumers thinking about their need for life insurance protection, to encourage them to seek advice from a qualified insurance professional, and to take the actions necessary to achieve a financially secure future for their loved ones.




NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of September, 2010 as


***"LIFE INSURANCE
AWARENESS MONTH"***

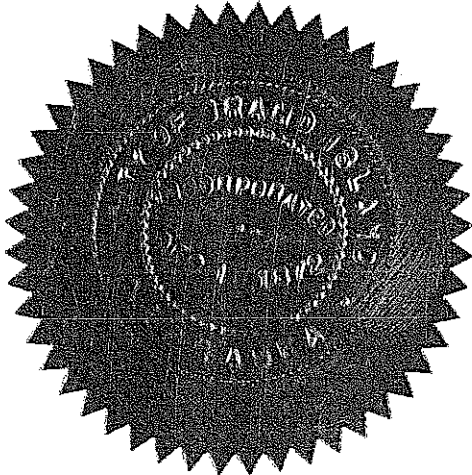
in the City of Grand Island, and encourage all citizens to learn more about life insurance and its benefits.

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


Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, August 24, 2010

Council Session

Item E1

**Public Hearing on Request from Q-Mex GI, LLC dba Qdoba, 1010
Diers Avenue, Suite 1 for a Class "T" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 24, 2010

Subject: Public Hearing on Request from Q-Mex GI, LLC dba Qdoba, 1010 Diers Avenue, Suite 1 for a Class “T” 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

Q-Mex GI, LLC dba Qdoba, 1010 Diers Avenue, Suite 1 has submitted an application for a Class “T” Liquor License. A Class “T” Liquor License allows for the sale of alcohol, on 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 submitted with this application was a Liquor Manger Designation request from Bonnie Westfall, 2003 West Division Street.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Q-Mex GI, LLC dba Qdoba, 1010 Diers Avenue, Suite 1 for a Class "I" Liquor License contingent upon final inspections and Liquor Manager designation for Bonnie Westfall, 2003 West Division Street contingent upon Ms. Westfall completing a state approved alcohol server/seller training program.

08/11/10
14:35

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 15:57:47 08/06/2010
Occurred before : 15:57:47 08/06/2010
When reported : 15:57:47 08/06/2010
Date disposition declared : 08/06/2010
Incident number : L10080965
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 1010 Diers Ave N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 6377
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	8399	08/11/10	Briseno, Delphine M	Edwin's Spouse
NM	8400	08/11/10	Briseno, Edwin R	Involved
NM	44721	08/11/10	Middleton, Thomas E	Involved
NM	49833	08/11/10	Westfall, Bonnie M	Liquor Manager
NM	66016	08/11/10	Degen, Katherine A	William's Spouse
NM	72032	08/11/10	Degen, William J Jr	Involved
NM	74721	08/11/10	Westfall, Matthew J	Bonnie's Spouse
NM	152579	08/11/10	Qudoba Mexican Grill,	Business Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

I received a copy of a liquor license application for Qdoba and a copy of a liquor manager application for Bonnie Westfall.

08/11/10
14:35

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 2

LAW INCIDENT RESPONDERS DETAIL:

Seq	Responding offi	Unit n	Unit number
-----	-----------------	--------	-------------

1	Vitera D	318	Vitera D
---	----------	-----	----------

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:00:18 08/11/2010

318

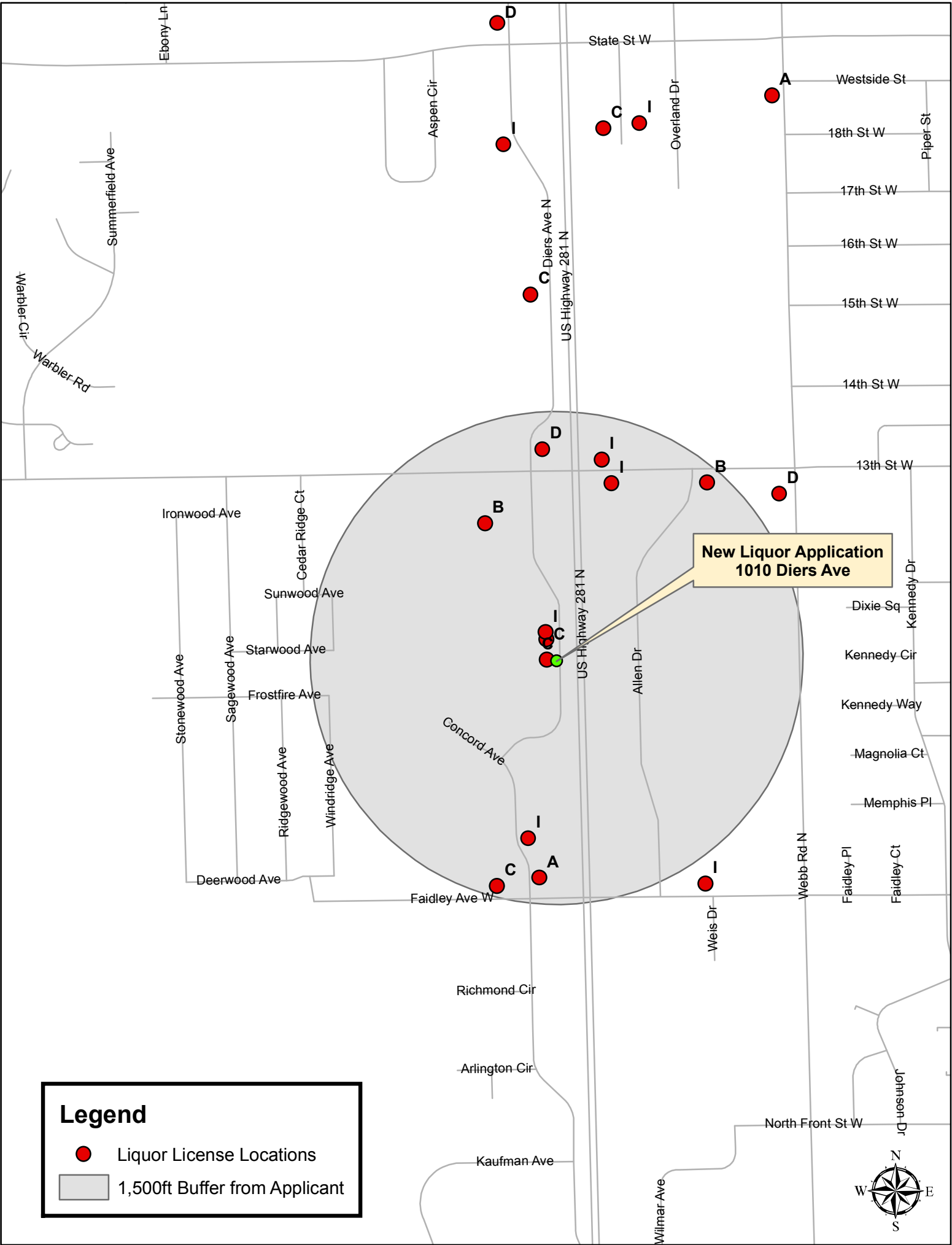
Grand Island Police Department
Supplemental Report

Date, Time: Wed Aug 11 14:00:42 CDT 2010
Reporting Officer: Vitera
Unit- CID

The names listed on the application are: Thomas Middleton, William Degen Jr., Katherine Degen, Edwin Briseno, Dellphine Briseno, Bonnie Westfall (liquor manager), and Matthew Westfall. According to the application, they have all been in Nebraska for at least twelve years. I found all of the people in Spillman but didn't find anything that would have a negative affect on the application for the license.

I also searched all of them through NCJIS. None of them had any convictions other than traffic convictions. Traffic convictions were stated in general on the application.

From solely a law enforcement perspective by searching records in the State of Nebraska, the Grand Island Police Department has no objection to Qdoba having a liquor license or to Bonnie Westfall being the liquor manager.





City of Grand Island

Tuesday, August 24, 2010

Council Session

Item E2

Public Hearing on Request from Nickie J. Kallos, Jr. dba Nickie's Lounge, 106-108 East 3rd Street for a Class "C" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 24, 2010

Subject: Public Hearing on Request from Nickie J. Kallos, Jr. dba Nickie's Lounge, 106-108 East 3rd Street for a Class "C" 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

Nickie J. Kallos, Jr. dba Nickie's Lounge, 106-108 East 3rd Street has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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.

Mr. Kallos has previously owned Club 69 located at this same address. The City Council required Mr. Kallos to file a long form renewal application. The application came before Council on December 15, 2009 and was denied by Council and forwarded to the Liquor Control Commission (LCC). The LCC upheld the decision of the City Council and Mr. Kallos closed Club 69.

The Police Department report (see attached) recommends Council deny this application based on the Nebraska Liquor Control Act Section 53-125 (2) a person who is not of good character and reputation in the community in which he or she resides based on the following:

1. The owner, Mr. Kallos, has not demonstrated in the past that he is fit, willing and able to properly provide the service proposed within the City.
2. The owner, Mr. Kallos has not demonstrated in the past 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.
3. There are multiple on sale liquor establishments in this area.
4. The Grand Island Police Department frequently lacks adequate resources to police Nickie's Lounge and respond to the calls for service.
5. The Nickie's Lounge liquor license is not consistent with the public interest.

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 **deny** the application.

Sample Motion

Move to **deny** the application of Nickie J. Kallos, Jr. dba Nickie's Lounge, 106-108 East 3rd Street for a Class "C" Liquor License based on the following:

1. Not of good character and reputation in the community – Nebraska Liquor Control Rules and Regulations Section 53-125 (2) based on the following:

- The owner, Mr. Kallos, has not demonstrated in the past that he is fit, willing and able to properly provide the service proposed within the City.
- The owner, Mr. Kallos in the past 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 this area of Grand Island.
- The Grand Island Police Department frequently lacks adequate resources to police Nickie's Lounge and respond to the calls for service.
- A Liquor License for Nickie's Lounge is not consistent with the public interest.

08/10/10
10:19

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

City : Grand Island
Occurred after : 12:16:03 07/19/2010
Occurred before : 12:16:03 07/19/2010
When reported : 12:16:03 07/19/2010
Date disposition declared : 07/19/2010
Incident number : L10072787
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 106 3rd St E
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number :
Geobase address ID : 17961
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 Nickie's Lounge.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

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

08/10/10
10:19

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	13:32:21 07/23/2010

08/10/10
10:19

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 3

318

Grand Island Police Department
Supplemental Report

Date, Time: Fri Jul 23 13:32:35 CDT 2010
Reporting Officer: Vitera
Unit- CID

The Grand Island Police Department (GIPD), the City of Grand Island, and the Nebraska Liquor Control Commission (NLCC) have quite a bit of recent history with Nickie Kallos Jr. and his operation of Club 69. While Club 69 was in business, the GIPD spent a lot of time and resources dealing with problems directly and indirectly related to Club 69. I have typed previous reports which described the problems associated with Nickie's old bar. With only a matter of months separating the closure of Club 69 and Nickie applying for a new liquor license, I can't imagine how all of the old issues with Nickie's bar would not resurface with another bar owned and operated by him.

A copy of my previous report is attached to this one, but I will summarize the problems we had with Nickie's bar just a few short months ago. 1) High call volume (which leads into the next problem) 2) Manpower and Resources committed to the calls 3) Lack of Management and Control (directly related to the first problem) 4) Lack of cooperation by Nickie.

According to the Nebraska Liquor Control Act (53-132), the NLCC takes numerous issues and criteria into consideration before granting a liquor license. A partial copy of 53-132 is listed below. Part (2) and (3) are specifically applicable.

Nebraska Revised Statute 53-132

Revised Statutes Chapter 53, 53-132 Print Friendly 53-132. Retail, craft brewery, or microdistillery license; commission; duties.

(1) If no hearing is required pursuant to subdivision (1)(a) or (b) of section 53-133 and the commission has no objections pursuant to subdivision (1)(c) of such section, the commission may waive the forty-five-day objection period and, if not otherwise prohibited by law, cause a retail license, craft brewery license, or microdistillery license to be signed by its chairperson, attested by its executive director over the seal of the commission, and issued in the manner provided in subsection (4) of this section as a matter of course.

(2) A retail license, craft brewery license, or microdistillery license may be issued to any qualified applicant if the commission finds that (a) the applicant is fit, willing, and able to properly provide the service proposed within the city, village, or county where the premises described in the application are located, (b) the applicant can conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act, (c) the applicant has demonstrated that the type of management and control to be exercised over the premises described in the application will be sufficient to insure that the licensed business can conform to all provisions and requirements of and rules and regulations adopted pursuant to the act, and (d) the issuance of the license is or will be required by the present or future public convenience and necessity.

(3) In making its determination pursuant to subsection (2) of this section the

08/10/10
10:19

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 4

commission shall consider:

- (a) The recommendation of the local governing body;
- (b) The existence of a citizens' protest made in accordance with section 53-133;
- (c) The existing population of the city, village, or county and its projected growth;
- (d) The nature of the neighborhood or community of the location of the proposed licensed premises;
- (e) The existence or absence of other retail licenses, craft brewery licenses, or microdistillery licenses with similar privileges within the neighborhood or community of the location of the proposed licensed premises and whether, as evidenced by substantive, corroborative documentation, the issuance of such license would result in or add to an undue concentration of licenses with similar privileges and, as a result, require the use of additional law enforcement resources;
- (f) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises;
- (g) The adequacy of existing law enforcement;
- (h) Zoning restrictions;
- (i) The sanitation or sanitary conditions on or about the proposed licensed premises; and
- (j) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest.

In analyzing 53-132, Nickie's recent history with Club 69 is totally contrary to part (2) where it talks about the applicant being "fit, willing, and able to properly provide the service proposed...", the applicant should also be able to conform to all provisions of the Nebraska Liquor Control Act, and exercise proper management and control over the premises. Part (3) (e), (g), and (j) refer to the concentration of licenses, additional use of law enforcement resources, adequacy of existing law enforcement and the bar being consistent with the public interest. A quick look at the attached report from Club 69 reinforces Nickie's non-compliance with the aforementioned parts of 53-132.

In addition, the GIPD had contact with Nickie at a local bar on 7/11/10. Nickie said "hi" to the officer, and the officer said "hi" to Nickie. Nickie then said that the officer had no idea how much it hurt to say hi to him. The officer advised that Nickie appeared to be "pretty intoxicated." The officer also spoke to the bouncer who advised that he had to physically push Nickie out of the bar since they were closing down early due to a disturbance. The bouncer said that Nickie took a swing at him. The bouncer did not wish to make an official complaint. This encounter with Nickie occurred two days after the NLCC had received Nickie's application for another liquor license. It would appear that Nickie has not changed, and history would repeat itself if Nickie were granted another liquor license.

08/10/10
10:19

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 5

With a new application where the owner hasn't had a liquor license before, it can be difficult to gauge whether the establishment will live up to its expectations outlined in 53-132. However, those in the approval process in this application have the benefit of the applicant's history as a prior liquor license holder to demonstrate his inability to meet his obligations to the community and the NLCC. Therefore, the GIPD recommends without hesitation that the liquor license for Nickie's Lounge be denied.

On 1/1/07, officers were detailed to Club 69 for an assault. One assault took place just outside the bar. A female was referred to the County Attorney for that assault. Officers also found a gang member inside the bar who had been involved in a fight. He didn't wish to file a report. Officers were also later called to the hospital to speak to yet a different assault victim from Club 69, but he didn't want to make a report either. It's unknown if he had been fighting with the gang member who didn't want to make a report.

On 1/5/07, an officer was flagged down by people running out of Club 69. The officer was told that an assault had just occurred inside the bar. A female had hit another female over the head with a beer bottle. The suspect was referred to the County Attorney.

On 1/19/07, officers performed an alcohol compliance check. One man was arrested on an outstanding warrant. Another man was arrested for false reporting. PBT's were given to some of the customers. Results were: .166, .215, .217, .239, .261, .263. The two highest tests still had drinks in their hands. One of them had to be told to quit drinking, and the drink had to be taken out of his hands. A 20 year old girl was encountered inside the bar. She didn't have any I.D. on her. She advised that she walked into the bar without being carded.

On 2/23/07, a group of 15 to 25 people came out of Club 69 and two or three of them began to actively fight. One man was bitten by another man. The man who got bitten also got stabbed by a different man. He underwent surgery at the hospital. One suspect was arrested, and the other was referred to the County Attorney. **While investigating the crime, an officer spoke to the owner of Club 69. He asked the officer where the assault took place. Before the officer could answer, the owner stated that if it didn't occur on his sidewalk, it wasn't his responsibility.**

On 2/25/07, an officer observed a male carrying beer out of Club 69 at 0106 hours. At 0121, the same officer observed another male carrying beer out of the bar. **The officer contacted Nickie Kallos who got very angry and said the officer was picking on him. When asked about people carrying out beer after hours, he said, "What the fuck do you want me to do?" When told that he would be referred for charges, Nickie said, "I don't care, I will just pay the fucking fine!!"**

On 3/3/07, officers responded to Club 69 to investigate a domestic assault. One of the parties involved in the assault made the call. One person was jailed, and the other person was referred to the County Attorney. After officers finished the assault complaint, they observed the bouncer escorting a male out of the bar. One of the officers spoke to the man who had been escorted out. He was extremely intoxicated. He tested .217 on a PBT. The man said that he was drunk before he got to Club 69. He also said that he been at Club 69 for an hour or an hour and a half and been served while he was there. He would not identify the bartender.

On 3/10/07, officers were looking for a vehicle that someone had taken without permission. The vehicle was located parked directly in front of Club 69. A man exited the bar and said he had been driving the car. The officer asked him for I.D. The man said that he didn't have any I.D. They just let him in the bar. The officer searched the man, and didn't find any I.D. The man had a marijuana pipe in his pocket along with a half full bottle of vodka in the car. He was eventually cited for unauthorized use of a motor vehicle, possession of drug paraphernalia, and an open container violation. He was 23 years old.

On 3/11/07, officers were looking for a subject in Club 69. When they found him inside the bar, he had methamphetamine and drug paraphernalia on his person. He was arrested.

On 3/24/07, an officer was conducting a bar check when he observed a male leave the bar carrying and drinking a beer. The man was arrested. A subsequent search of the man revealed that he had meth on him and prescription pills that weren't in their original bottle.

On 3/31/07, officers responded to a complaint of a stabbing at Club 69. It turned out to be a false report. The subject who made the call was located in the same block as the bar. He was arrested for making a false report.

On 4/29/07, an officer spotted a male with an outstanding warrant standing outside of Club 69. The male resisted arrest, and a Taser had to be used on him. While dealing with the male, a female walked by the officer. She was also arrested for an outstanding warrant and false reporting.

On 5/12/07, an officer drove by Club 69 at closing time and observed a large crowd standing in the middle of the street. A female was assaulting a male. The female was arrested for assault and resisting arrest.

On 5/20/07, an officer observed some gang members exit Club 69 and then get into a fight across the street. One man was arrested, and one man was referred to the County Attorney.

On 6/15/07, officers were doing a bar check and arrested a woman inside Club 69. She had a local misdemeanor warrant.

On 6/22/07, officers were detailed to a disturbance at Club 69. One officer observed a woman standing in front of the bar yelling. She went back inside the bar before the officer could contact her. No further action was taken.

On 6/30/07, the police received an anonymous call about a man with a warrant inside Club 69. Officers located the man inside the bar and arrested him on a local misdemeanor warrant.

On 7/8/07, officers were detailed to Club 69 on a report of a male bleeding from the head. Officers found a subject inside the bar bleeding from his head with a broken beer bottle beside him. Two known gang members were referred to the county attorney for prosecution.

On 7/14/07, officers were detailed to Club 69 for an assault. One female assaulted another on the dance floor giving her a bloody nose. A referral was done to the county attorney. The report was marked with a "gang affiliation" designation.

On 7/15/07, a female was assaulted by two other females inside Club 69. The two suspects were referred to the county attorney for assault.

Also on 7/14/07, officers were called to Club 69 for a domestic disturbance inside the bar. Parties left prior to officers' arrival. No further action was taken.

On 7/20/07, a bouncer at Club 69 was arrested there on a warrant.

On 7/21/07, a gang member was arrested on a warrant inside Club 69.

On 7/23/07, officers responded to several intoxicated subjects arguing outside the bar. No enforcement action was taken.

On 7/29/07, officers responded to a complaint of an assault that occurred at Club 69. Two females assaulted another female. Referrals were done to the county attorney.

Also on 7/29/07, while officers were investigating the assault listed above, another fight broke out in the crowd outside the bar. Two females were punching and kicking each other in front of officers. Citations were issued.

On 7/30/07, officers investigated a domestic assault which occurred inside Club 69. A male was later arrested at a different location.

On 8/12/07, officers were detailed to Club 69 for a physical fight. The following information is copied from one of the responding officer's report. **It details Club 69's owner, Nickie Kallos Jr.'s lack of cooperation with law enforcement.**

On 08/12/07 at approximately 0010, I responded to a report of a physical fight at Club 69, 106 3rd St. E. Upon arrival, I observed several people running away from the area of the bar. I did was not able to contact any suspects at the scene.

The owner of Club 69, Nickie J. Kallos Jr., asked to speak with me. Nickie advised the fight was not his fault and the people involved left. He is tired of extra attention from police for small fights at his bar. He did not think the police involvement was necessary because he has his own security crew take care of the incidents.

He was confident that fighting at his bar has been significantly reduced in the past few months. I advised him to contact 911 immediately any time a physical fight breaks out. I told him, "Let us handle it." Nickie said, "I'm not going to call 911 for little misdemeanor assault shit. I'll call on felonies." I warned him of the importance of notifying police in the event of an assault at his bar. I spoke with him about civil liability and potential for serious injury. He again advised, "I'll call on felonies." I told him it was our job to determine if an assault is a felony, so the needs to notify police.

On 9/6/07, an officer found a man who staggered across the railroad tracks while the arms were flashing and in the down position. The officer said the man just missed being struck by a train by about 5 feet. The man was so intoxicated that he didn't hear or see the train and didn't remember the arms being down. The man said he had been drinking at Club 69. Officers relocated to Club 69 and were told that the man had been in the bar from about 1900 until 2230. Personnel from Club 69 were warned about serving intoxicated customers.

On 9/14/07, a gang member was arrested on a warrant at Club 69.

On 9/16/07, officers responded to a disturbance at Club 69. The owner was struck with a beer bottle after he allegedly punched one of the patrons. Two people were arrested, and three people were referred to the county attorney (including the owner). It appears that the county attorney declined to prosecute the owner.

On 9/17/07, an officer made a DUI arrest across the street from Club 69. The person arrested had been drinking at Club 69. One of the bouncers approached the officer and asked if he could take her back to the bar and arrange a ride for her. The female was subsequently arrested for DUI, possession of marijuana, possession of drug paraphernalia, and possession of methamphetamine.

On 9/21/07, officers were detailed to a large disturbance outside of Club 69. Two males were fighting. They both went to jail after one had to be subdued with a Taser.

On 9/24/07, an officer took a report where the victim claimed that his cell phone was lost or stolen while he was at Club 69.

On 9/28/07, officers responded to a fight in the area of Club 69. One subject who had just left Club 69 got into a knife fight with another subject. Both subjects were treated at the hospital for puncture wounds.

On 9/29/07, officers investigated a domestic assault that originated inside Club 69. A man was jailed, and a woman was referred to the county attorney.

On 9/30/07, officers were detailed to a fight outside of Club 69. One person was jailed and another person was referred to the county attorney.

On 10/7/07, officers observed a disturbance in front of Club 69. One of the participants had just come out of Club 69. A man was jailed for 3rd degree domestic assault, possession of drug paraphernalia, and a Lancaster County warrant. Another male was jailed for obstructing an officer after they had to use the Taser on him.

Also on 10/7/07, a woman was referred to the county attorney for assaulting two other women in the parking lot across the street from Club 69 after they left the bar.

On 10/13/07, a man with a warrant was arrested at Club 69.

On 10/14/07, an officer referred a female to the county attorney for assaulting a male inside of Club 69.

On 10/20/07, the owner of Club 69 was verbally warned for a noise violation.

On 10/21/07, an employee of Club 69 informed a police officer that two men had brought alcohol into the bar. The alcohol was poured out, and the men left.

Also on 10/21/07, two men were involved in a "shoving match" outside Club 69. No action taken.

On 11/03/07, a man was jailed for a felony assault, using a weapon to commit a felony, possession of marijuana less than an ounce, and trespassing after he stabbed another man in the neck with a hair pick inside Club 69.

Also on 11/3/07, a bouncer at Club 69 requested law enforcement assistance to help him check three men for weapons. No weapons were found.

On 11/4/07, a man was referred to the county attorney for criminal mischief after he knocked another man off of his motorcycle (cycle tipped over) in front of Club 69.

On 11/8/07, a man was jailed for an assault that occurred in front of Club 69. The man was also arrested for carrying a concealed weapon (knife).

On 11/10/07, the owner of Club 69 requested law enforcement assistance to help remove an intoxicated male from the bar.

On 11/16/07, officers spotted a man with a warrant in front of Club 69. The man was jailed.

On 11/18/07, an officer observed two men fighting in front of Club 69, one man was jailed for assault after a Taser was used on him.

On 11/24/07, a man was jailed for trespassing and obstructing an officer at Club 69.

On 12/6/07, officer responded to Club 69 to investigate an assault. One man was bleeding from his face and vomiting. The man said he fell down. The owner of the bar advised that another male punched the bleeding man because he was causing problems inside the bar. The assailant fled the scene. The victim did not make a report.

On 12/8/07, a man reported that he was assaulted at Club 69, but he didn't want to make a formal report.

On 12/17/07, an officer took a report where Club 69 had a damaged window. A customer threw a piece of ice and broke the window.

On 12/30/07, a man got assaulted outside of Club 69 after a confrontation between several males inside the bar. The injured male did not make a report.

On 12/31/07, a female at Club 69 was arrested on a warrant.

On 1/6/08, a man was referred to the county attorney for assaulting a bouncer at Club 69.

On 1/12/08, a pregnant woman was struck in the stomach when a fight broke out on the dance floor at Club 69. No criminal report taken.

On 1/13/08, Club 69 requested help removing someone from the bar.

On 1/27/08, officers helped escort a man out of the bar at the request of Club 69.

On 2/5/08, a man with a black eye advised he was assaulted inside Club 69, but he didn't wish to file a report.

On 2/22/08, a female subject was arrested inside the bar for drinking and violating the terms of her probation.

On 2/23/08, Officers were flagged down at Club 69. A man was lying on the ground in front of the entrance. He had a large bump on his head that was bleeding. A bouncer told officers that the man was inappropriately touching women inside the bar. The bouncer pushed him out the door. The man fell down and hit his head. Another man tried to pick up the injured man. The man trying to move the injured man was jailed for assaulting an officer, obstructing an officer, and resisting arrest.

Also, on 2/23/08, a man inside Club 69 was arrested on a warrant.

On 3/9/08, two men were jailed for assaulting each other in front of Club 69 after police had tried to break them up.

On 3/22/08, officers were detailed to Club 69 for a disturbance. Officers learned that two men assaulted another man while he was dancing because they thought he was "throwing gang signs." One man was referred to the county attorney.

On 3/23/08, Officers investigated an assault at Club 69. No action was taken because the victim was uncooperative.

On 3/30/08, an officer saw a young man walk into Club 69. The officer knew the man did not have any I.D. because the officer had recently seized it. The following is an excerpt from the officer's report:

While patrolling the downtown area on 3-30-08, I observed D.B. walk into Club 69. I knew D.B. did not have any form of identification on his person because I had seized his license earlier on that date because of a license pick up order. I stopped and made contact with D.B. at the front door, who appears to be younger than twenty one years old. I advised D.B. that he could not be in the bar without any form of identification, unless he had gotten one on Saturday. D.B. confirmed that he had not gotten an ID card.

While I was speaking with D.B. Nickie Kallos, bar owner of Club 69, came out and asked "What's wrong now?" I advised Kallos that D.B. did not have any form of identification on his person (and the reason that I knew he did not) and Kallos got agitated and said "he is my girlfriend's brother" and "he just got here". I advised him that it could easily appear to law enforcement (other than me) that D.B. was not old enough to be in the bar and ask for verification of age, which D.B. would not be able to provide.

Kallos became more agitated and said "You fuckers are always trying to pin stuff on me, but how many times have you been able to do it, huh?? One fucking time was all". Kallos also stated "I know the fucking laws and the liquor commission isn't going to do a fucking thing to me and neither can you!" At this point I was convinced that Kallos was not going to be cooperative with me so I left after I advised I would document the incident and he said "Go right ahead, I don't give a fuck". I later saw D.B. standing by the front door still.

On 4/13/08, an employee of Club 69 called and requested that a male be arrested for trespassing. The customer was causing problems inside the bar and refused to leave. The man was jailed.

Also on 4/13/08, officers responded to a fight at Club 69. Three people were jailed. One was jailed for 3rd degree assault on a police officer and obstructing a police officer. The second person was jailed for 3rd degree assault on a police officer, terroristic threats (to a police officer), obstructing a police officer, resisting arrest, strangulation, 3rd degree assault, and a Hall County warrant. This subject is a Blood gang member. The third subject was jailed for 3rd degree assault, prohibited acts, and resisting arrest.

On 4/18/08, two men at Club 69 agreed to fight. After punching each other several times, one of the men fell backwards into a brick wall. This man had a broken "nasal bone."

This man was referred to the county attorney for 3rd degree mutual assault. The other man was referred for 1st degree assault.

On 4/19/08, after a formal noise complaint was made, the owner of the bar was cited for disturbing the peace.

On 4/20/09 at 0135, a male was arrested for DUI. The car was parked and running with the male sitting behind the driver's seat in front of Club 69.

On 4/25/08, officers got an anonymous complaint from someone at Club 69 saying that a female with a warrant was inside the bar. Contact was made with the owner and a bouncer. They said that they hadn't seen the person in question since other officers had searched the bar. An officer then found the person with the warrant. She was hiding in the DJ booth.

On 5/18/08, three gang members were jailed for fighting in front of Club 69.

On 6/5/08, officers were conducting a bar check at Club 69 and removed three people from the bar because they were in violation of the City's smoking ban.

On 6/17/08, officers were detailed to Club 69 to arrest a man with a warrant. The man was located and jailed.

On 6/29/08, two woman were jailed for 3rd degree assault and disturbing the peace by fighting while they fought inside Club 69.

On 7/4/08, after an altercation inside the bar, one man was jailed for 2nd degree assault, and a woman was referred to the county attorney for a 3rd degree assault.

On 7/6/08, officers responded to a complaint of a protection order violation at Club 69. The suspect was not located.

On 7/16/08, while an officer was investigating an assault complaint at Club 69, he observed a woman leave the bar who had an arrest order for a probation violation. The officer jailed the woman.

On 8/3/08, one of the Club 69 bouncers was arrested on 3 Hall County warrants.

On 8/10/08, A male was arrested for 3rd Degree Assault and Refusal to Sign Citation at Club 69 following an investigation in which the male subject struck a female inside the club.

On 8/12/08, an officer was flagged down regarding subjects with motorcycles on sidewalk doing power stands in front of the bar. Suspects departed prior to arrival.

On 8/17/08, an officer reported a large group fighting in the street in front of the bar.

On 8/23/08, an officer witnessed two females fighting in front of Club 69. One female was arrested for a domestic assault.

Also on 8/23/08, a female was arrested for assault in the 2nd degree, willful reckless driving, and driving under the influence of alcohol. Officers were called to Club 69. The arrest was made in the parking lot across the street.

On 9/6/08, an officer reported a large verbal disturbance in front of club 69 at 0018. Another one was reported at 0123.

On 9/13/08, an officer determined there had been a verbal and possibly physical altercation; no persons identified.

Also on 9/13/08, an officer contacted a male who was sitting behind the wheel of his van in a parking stall by Club 69. The keys were in the ignition, and he appeared to be sleeping. He had the smell alcoholic beverage coming from his person. He failed SFST'S and refused a PBT. A sword was found inside a walking stick in his van upon a search. He was arrested for DUI and carrying a concealed weapon.

On 9/21/08, an officer took a theft report from a male who said that he lost his wallet while he was fighting at Club 69.

On 9/26/08, an officer responded to an indecent exposure report at Club 69. He was unable to locate/identify the suspect.

On 9/27/08, officers were called to Club 69 by an anonymous female about another female in the bar who had a warrant. The suspect female was located and arrested.

On 10/4/08, officers responded to Club 69 on a disturbance call. Two males were in the parking lot across the street were referred to the county attorney for a mutual assault. Another male was briefly detained and told to leave when it was determined he wasn't involved. He came back and caused problems. A female living above Club 69 complained about the noise from that man. He was arrested for disturbing the peace.

On 10/19/08 at 0114, an officer responded to a disturbance at Club 69. The only documentation from him was a statement that said "usual weekend problems."

On 11/8/08, officers were detailed to Club 69 reference an assault. They contacted and spoke with a male, who stated he had been assaulted by two males inside the bar.

On 11/27/08, bouncers kicked three intoxicated males out of the bar. He watched them as they got into a confrontation outside. While the males were in a vehicle they hit the bouncer with the car. The driver was eventually arrested. Another DUI arrest was made as a result of this investigation.

On 12/19/08, officers were dispatched to Club 69 regarding two males with outstanding arrest warrants. The men had been hiding in a car parked in front of the bar. They walked away from the bar and were both arrested.

On 12/24/08, officers received information about a male with an outstanding arrest warrant out of Montana in the bar. He was located and arrested.

On 12/27/08, a documented gang member was arrested for assaulting another male inside the bar. He also had a small amount of marijuana on his person.

On 1/1/09, a male was arrested for physically obstructing a stabbing investigation at Club 69. Another male was arrested for terroristic threats. One victim was assaulted with a knife by an unknown individual. No weapon was recovered.

On 1/10/09, an officer saw a female outside of Club who had an outstanding arrest warrant. The woman was arrested.

Also on 1/10/09, a known gang member was referred to the county attorney for a felony assault for striking another subject with a plastic pitcher of beer inside Club 69.

Also on 1/10/09, three males were refused entrance into the bar. As one of them was leaving, he told the bouncer that he was coming back with a Glock.

On 1/16/09, a male and female were fighting inside the bar. The female was arrested.

On 2/22/09, five people were arrested following a disturbance at Club 69. Three were arrested for fighting in front of the officers, and two were arrested for failing to obey the officers' orders.

On 3/7/09, a female reported that her boyfriend had assaulted her inside Club 69. The male was referred to the county attorney for the assault.

On 3/8/09, several subjects were arrested stemming from an incident at Club 69. Subjects involved in the disturbance failed to disperse when ordered by Police. Three people were arrested and one was cited for the following charges: Obstructing a Police Officer (x 3), Resisting Arrest, Assault on a Police Officer, Possession of Marijuana < 1oz, Possession of Drug Paraphernalia, Terroristic Threats, and Failing to Disperse. **Nickie Kallos was interviewed and said that one of the suspects had threatened him with a knife. Kallos clarified that he had actually seen the knife during the threat. He later changed his story and said he didn't see the knife, he was just told the knife was involved. He changed his story yet a third time and said that he was actually never threatened at all.**

On 4/12/09, Officers were standing outside of Club 69 monitoring the crowd when a female came out of the bar shouting there was a fight going on inside. As an officer approached the front door, several males came falling out of the door. There was a lot of pushing and shoving going on. One male was arrested for assault. One of the Club 69 bouncers was referred to the county attorney for assaulting a customer.

On 6/7/09, officers got called to Club 69 regarding an unconscious, bleeding male who was lying on the ground in front of the bar. One witness saw the male get punched by another male. She and another witness then saw one of the Club 69 bouncers kick the male on the ground and tell him to get up. He bent over and attempted to pick the man up. When the man didn't move, the bouncer left.

On 6/13/09, an officer documented her contact with Nickie Kallos at closing time at Club 69. She wrote the following, "While dispersing the bar crowd at Club 69, the owner, Nick Kallos approached officers, being very belligerent. Kallos was yelling that the officers are liars and something about the liquor commission. Kallos appeared to be intoxicated. He wasn't steady on his feet and he was having a difficult time keeping his eyes focused on the officers present. Kallos' eyes were barely open. Kallos was told to go back into the bar. He did so, but continued to yell at officers.

On 6/21/09, an officer documented what he thought was excessive force by the bouncers at Club 69. He gave the following account: While performing an Agency Assist outside Club 69, Nikki Kallos came outside and advised there was a disturbance inside the bar. When I walked into the bar I observed two bouncers dragging a male subject on the floor inside the bar. The force used appeared to be in excess of what was needed since the subject was not fighting back or struggling in any way other than trying to get up and walk on his own and in one bouncer's words, the man was "just inside the bar when he is not supposed to be." I advised the bouncer that he did not need to use the force used. The male subject was advised to leave the bar and not return.

Also on 6/21/09, an ambulance was attending to a patient in front of Club 69. The ambulance was parked in the street blocking the westbound lane. A pickup and pedestrian were stopped blocking traffic in the eastbound lane. An officer told them to move. They moved a little bit and then went back to impeding traffic. One male was cited and the other one was referred for impeding traffic.

On 7/18/09, an officer observed a couple of men fighting in the street in front of Club 69. The officer eventually learned that one of the men had assaulted a different man inside the bar and chipped his tooth. The suspect had also threatened Nickie Kallos with a pool cue, according to the bouncer. The suspect was arrested for assault for chipping the one man's tooth.

In conclusion, Club 69 keeps the Grand Island Police Department very busy. As of 7/20/09, I located 315 calls for service at Club 69 with the first documented call occurring on 12/19/06. There were several calls to Club 69 that were not documented (but included in the numeric total) in this report because the people involved couldn't be located, the event couldn't be directly related or attributed to Club 69, or the officer didn't do a report. Of the 315 calls, only 25 were routine, police-initiated bar checks.

I checked on some other bars in the area of Club 69 and documented their liquor license issue date and the number of law enforcement calls from that date until the present time. I chose the Las Vegas Bar and Grill which is located at 316 E. 2nd, The Upper Deck which is located at 2110 W. 2nd, The Chicken Coop which is located at 120 E. 3rd, and Slugger's Sports Bar which is located at 707 W. Anna.

The Las Vegas Bar and Grill had their license issued on 9/5/06. Since then, the Grand Island Police Department has had 93 calls there. Seven of those were bar checks.

The Upper Deck has had a liquor license since November 2001. They changed ownership in 2005. Since the original license was issued, the Grand Island Police Department has received a total of 107 calls. Two of those were bar checks.

The Chicken Coop was issued a liquor license on 2/2/04. The Grand Island Police Department has a total of 49 calls there. None of those calls were bar checks.

Slugger's received a liquor license on 1/3/2000. Since then, the Grand Island Police Department has documented only 10 calls for service.

With the exception of parts of the conclusion and the "P.S." that will be at the end of this report, the rest of my documentation was done on 11/20/09. Since I left off at 7/18/09, I ran law enforcement calls from 7/19/09 until 11/20/09. I came up with 32 additional calls. Of those 32 calls, 3 were bar checks. Most of the calls were "disturbance" calls where no report was taken. I will continue to highlight a few of the more interesting calls.

8/1/09, deputies responded to Club 69 in Grand Island for a reported disturbance. **All Grand Island Police officers were busy with other calls at the time.** Upon arrival I was advised by an employee that the subjects involved in the fight had left. A Deputy located the subjects in the parking lot to the south.

A female was found lying on the ground. She was bleeding from the mouth and had bruising around her eye which she said was the result of having been kicked in the head. She was intoxicated and belligerent. She was unable to identify who had assaulted her. Other subjects in the area offered multiple descriptions of possible suspects including a white female, a black female, and three black males. No suspects were located and the "victim", who refused treatment from the responding ambulance, left with a friend.

On 8-15-09 I (GIPD officer) spoke with Nickie Kallos, owner, who advised he witnessed approximately 20 black males beating up one other black male. Nickie advised a fight had happened inside the bar and the staff escorted everyone out. Upon exiting the bar the 20 males jumped the other black male and began punching and kicking him and then left. Nickie advised he has not seen the 20 black males before. Contact person on the call is listed as "Nick."

8/29/09, after an argument in the bar, a female was contacted and arrested on a Lancaster County warrant.

10/11/09, two males were arrested for obstructing a police officer. One of them was also arrested for 3rd degree assault.

10/25/09, a male was arrested for obstructing a police officer and terroristic threats (on police officer).

11/8/09, just after bar closing time, someone drove by the bar and fired 10 rounds up in the air out of a vehicle.

In conclusion, I believe this report not only details the frequency and nature of the activities that law enforcement encounters at Club 69, but it also shows some examples of the attitude and **lack of cooperation** from the owner and his **inability to manage and control the premises**. Considering the number of bars in Grand Island and the **many options available for citizens to choose from**, the activity occurring at Club 69 **is not consistent with the public interest**. Club 69 accounts for a disproportionate amount of time, manpower, and **resources spent there by law enforcement** when officers could be working proactively to prevent other crimes that plague our community.

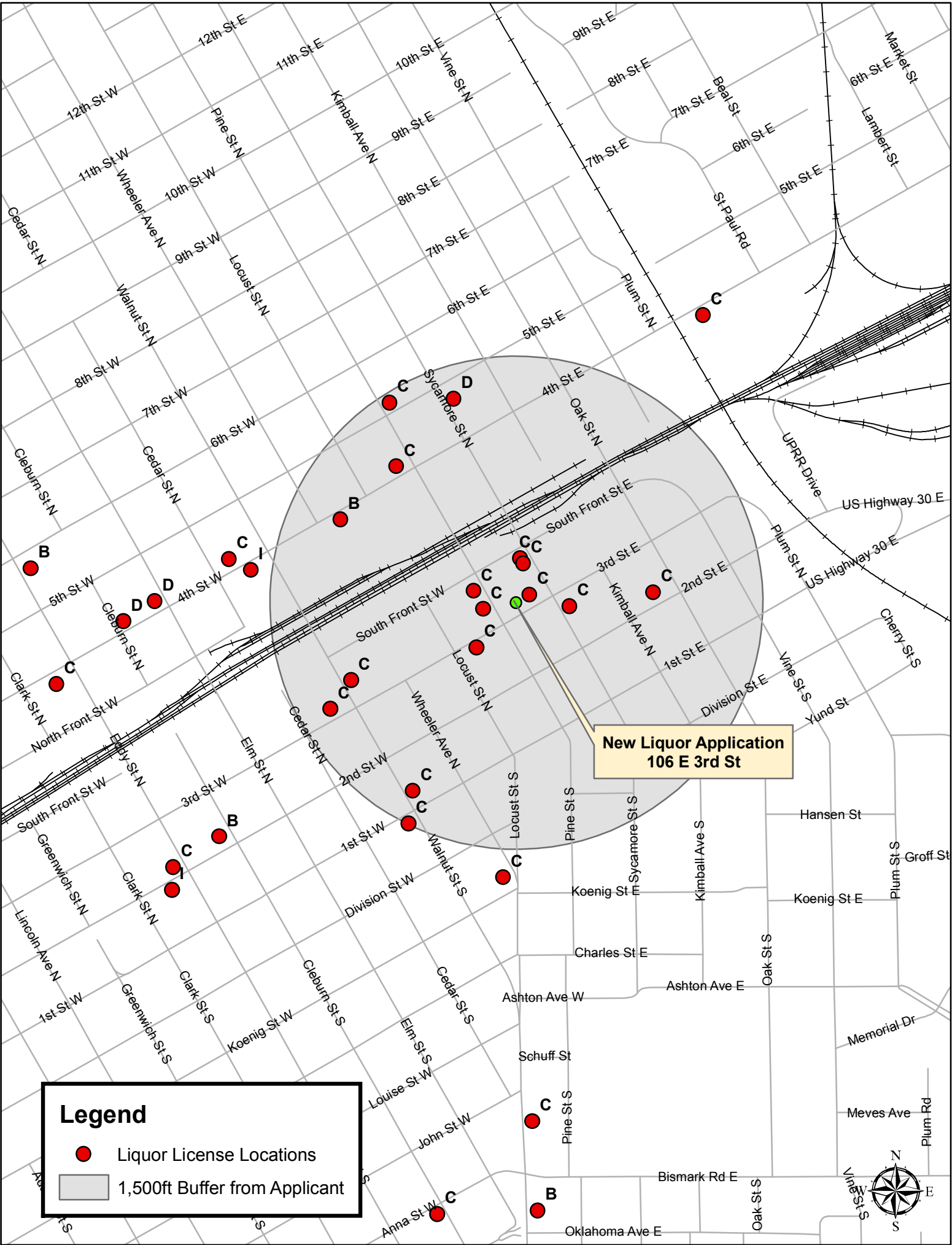
Sincerely,

Sgt. Dave Vitera

P.S. On 9/16/09, I attended a hearing in front of the NLCC to determine if Club 69 should be required to fill out a "long form." During the hearing, Nickie Kallos testified. He acknowledged that there is a lot of police activity at his bar. He even went as far as saying that **the police are there about every Friday and Saturday night. He also acknowledged that he has very little control over the bar** because he doesn't have enough help. **He stated that he has a problem with the police.** He then said that he doesn't understand the liquor laws because "you need to be a lawyer to understand it." However, in one of my earlier documented examples, Kallos told a police officer that he knows the law, and the Commission can't do anything to him. Kallos is either untruthful, ignorant, or both. Either way, Kallos shouldn't have a license because the detailed examples illustrate that he **is not of good character and reputation in the community, and he can't possibly conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act** if he doesn't understand them after the substantial amount of time he's had a license.

On 9/16/09, I also received a copy of an e-mail dated 8/ 27/09 from Fire Chief Troy Hughes to Police Chief Steve Lamken. Chief Hughes documented that from 2007 through August of 2009, the GIFD had responded to Club 69 with an ambulance and fire truck 29 times. That's almost once a month. Each time the GIFD was called there, they would have sent a minimum of five fireman/paramedics if not six.

The Grand Island Police Department recommends that the liquor license application for Club 69 be denied.





City of Grand Island

Tuesday, August 24, 2010

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement -
Veterans Athletic Complex - 2820 Broadwell Avenue - State of
Nebraska**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 24, 2010

Subject: Acquisition of Utility Easement – State of Nebraska – Veterans Athletic Complex – 2820 Broadwell Avenue

Item #'s: E-3 & G-8

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the State of Nebraska, Department of Administrative Services, located at 2820 Broadwell Avenue (Veterans Athletic Complex), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers and water mains.

Discussion

This easement will be used to place primary underground conduit, cable, and transformers. It will also be used to place a water main to provide potable water and fire protection to the new athletic complex being developed by the City of Grand Island Parks and Recreation Department.

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.

AIRPORT RD.

NORTHEAST CORNER
NE 1/4, SEC. 5, T11N, R9W

1,809.85'
S 01°40'39" E
(ASSUMED)

127.72'
S 88°29'25" W

TRACT 1

768.41'
S 88°29'25" W

10'
10'
20'

POINT OF BEGINNING
TRACT 1

PART OF THE NE 1/4
SECTION 5, T-11-N, R-9-W

55.90'
S 00°14'15" W

20'
10'
10'

330.17'
S 05°28'00" E

10'
20'
10'

166.42'
N 64°54'38" W

10'
20'
10'

735.04'
S 89°20'00" W

TRACT 2

10'
10'
20'

POINT OF BEGINNING
TRACT 2

WESTERLY R-O-W LINE
BROADWELL AVE.

64.52'
S 89°20'00" W

EASTERLY LINE- NE 1/4
SEC. 5, T11N, R9W

2,214.55'
S 01°40'39" E
(ASSUMED)

BROADWELL AVENUE

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

LEGEND

INDICATES 20' WIDE
UTILITY EASEMENT- TRACT 1

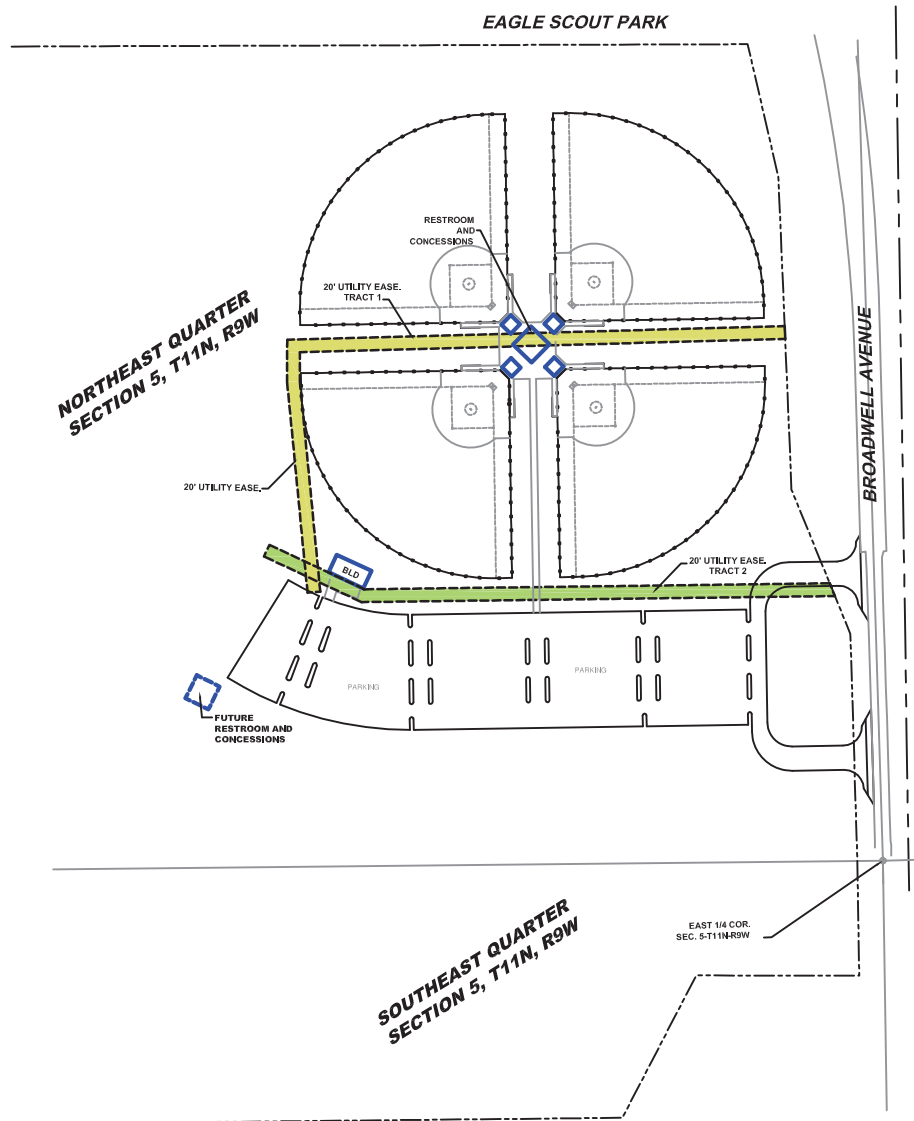


INDICATES 20' WIDE
UTILITY EASEMENT- TRACT 2



EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 7/28/2010	FILE: SEC 5.11.9



LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT- TRACT 1



INDICATES 20' WIDE
UTILITY EASEMENT- TRACT 2



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "B"

DRN BY: K.J.M.

SCALE: 1" = 300'

DATE: 8/11/2010

FILE: SEC5119



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item F1

#9266 - Consideration of Annexation Request of a Tract of Land Being Platted as Lake Heritage Second Subdivision located at the Southeast Corner of U.S. Highway 34 and Blaine Street (Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 24, 2010

Subject: Lake Heritage Annexation Ordinance (Third Reading)

Item #'s: F-1

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

Background

Annexation of land, located at the southeast corner of the intersection of Blaine Street and U.S. Highway 34, into the Grand Island City Limits see the attached map. The owner of this property has submitted Lake Heritage Second Subdivision as an addition to the City of Grand Island and by doing so asked Council to consider annexation of this property.

Discussion

On July 7, 2010 the Hall County Regional Planning Commission held a public hearing before considering this matter.

O'Neill opened the Public Hearing.

No members of the public testified at the hearing held by the Regional Planning Commission.

Nabity explained this property is contiguous with the Grand Island City Limits. The owners have requested that Lake Heritage Subdivision be approved as an addition to the City so that they could receive subdivision approval.

These properties are within the Grand Island Utilities Electrical Service District. These properties are all within the Cedar Hollow/Northwest School District. These annexations will not impact the two-mile extraterritorial jurisdiction of Grand Island.

Water is available to the property. Sewer is available to the southern edge of property in Bass Road. Lots fronting onto Blaine Street and U.S. Highway 34 are estate sized lots 3+ acres and do not have sewer available. Septic systems will be permitted on these lots until such time as sewer can be extended. This property is within the Grand Island Utilities

Electrical Service District. This property is within the Grand Island School District. Annexing this property **will not** impact the two mile extraterritorial jurisdiction of Grand Island.

On July 27th, the Grand Island City Council held a public hearing on this action. No members of the public spoke at the hearing. Council passed the ordinance to annex on first reading and approved the preliminary plat for Lake Heritage Second Subdivision. On August 10, the Grand Island City Council passed the Ordinance on 2nd reading. Passage on 3rd reading will annex the property.

Alternatives

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

1. Approve the annexation as presented
2. Modify the annexation to meet the wishes of the Council
3. Table the issue

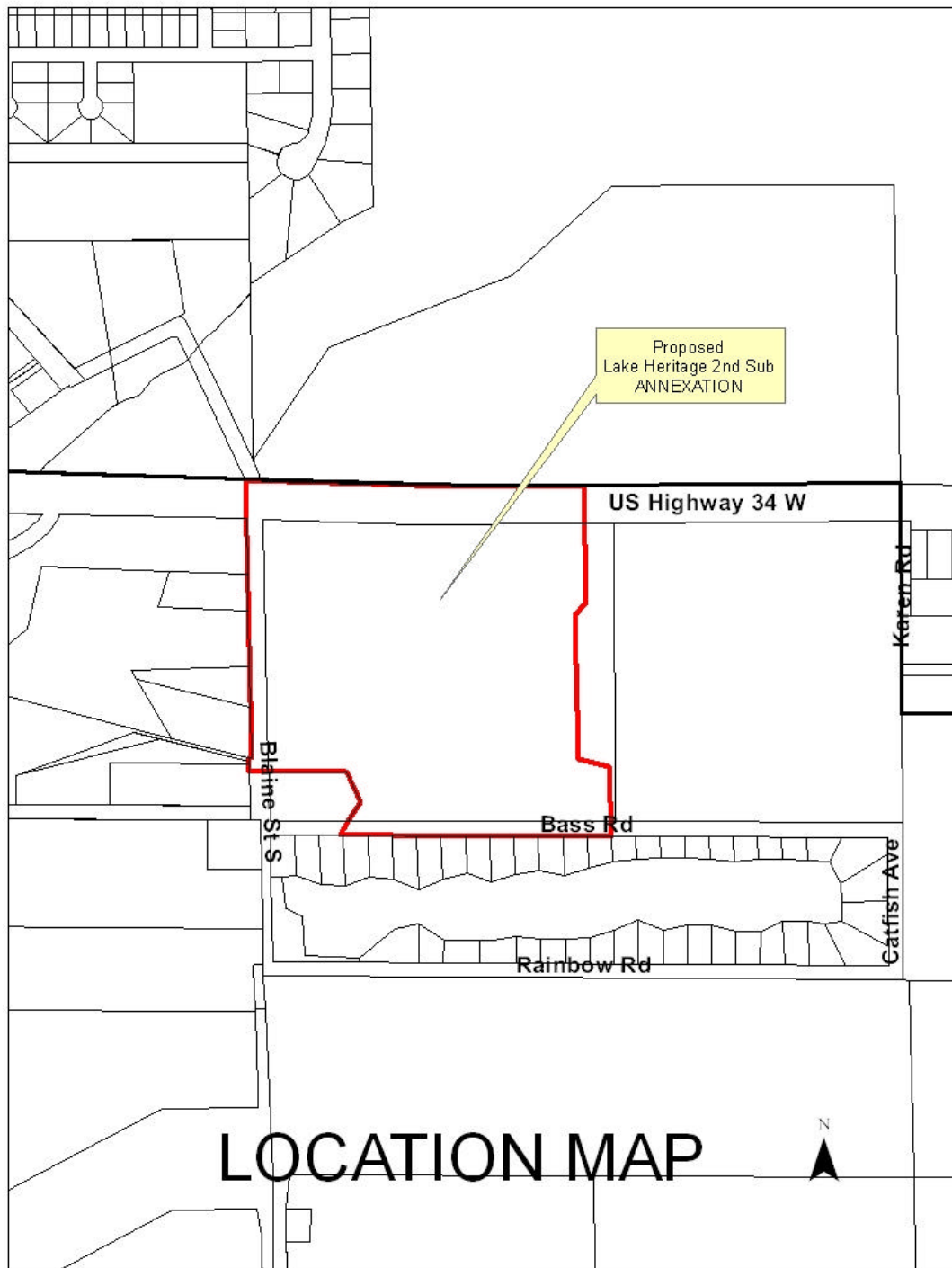
Recommendation

A motion was made by Ruge to approve the annexation of property south of US Hwy 34 and east of Blaine also to approve the Preliminary and Final Plat of Lake Heritage 2nd Subdivision as submitted and seconded by Haskins.

A roll call vote was taken and the motion passed with 9 members present voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Bredthauer, Connelly, Eriksen, Haskins) and no member present voting against.

Sample Motion

Approve the annexation as Submitted.





* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9266

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land at U.S. Highway 34 and Blaine Street being platted as Lake Heritage Second Subdivision an Addition to the City of Grand Island along with all adjoining public Right-of-Way in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on July 7, 2010, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

A tract of land comprised of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Outlot A of Lake Heritage Second Subdivision an Addition to the City of Grand Island and all adjoining public Right-of-Way in Hall County, Nebraska,

WHEREAS, after public hearing on July 27, 2010, the City Council of the City of Grand Island found and determined that such annexation be approved; and

Approved as to Form	<input type="checkbox"/> _____
August 20, 2010	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9266 (Cont.)

WHEREAS, on July 27, 2010, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services is hereby approved and ratified as amended.

ORDINANCE NO. 9266 (Cont.)

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

ORDINANCE NO. 9266 (Cont.)

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9266 (Cont.)

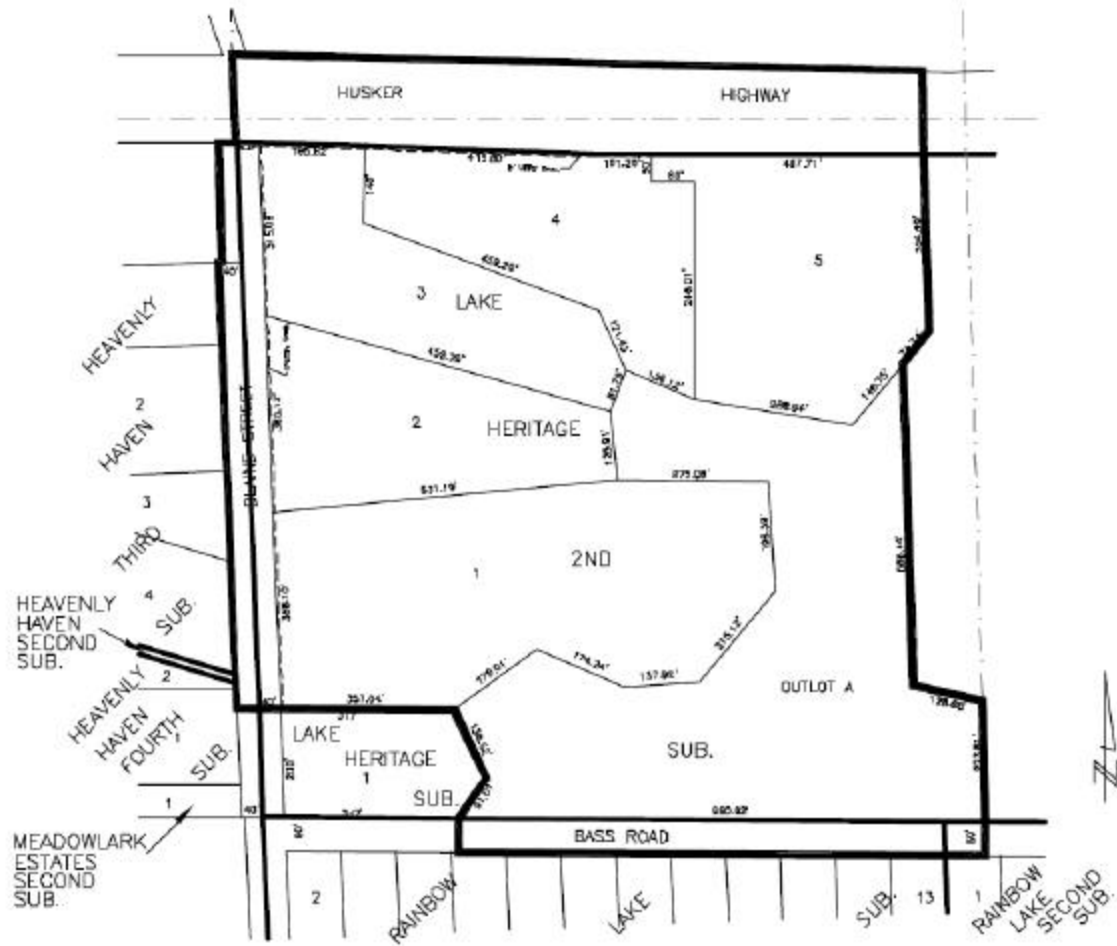


EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 6/22/10
DRN BY: L.D.C.
SCALE: 1"=300'

PLAT TO ACCOMPANY
ORDINANCE



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item F2

#9268 - Consideration of Approving Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director
Meeting: August 24, 2010
Subject: Salary Ordinance #9268
Item #'s: F-2
Presenter(s): Brenda Sutherland, Human Resources Director

Background

The Human Resources Department prepares and brings forward for consideration a salary ordinance each year at budget time that sets forth wages for employees for the upcoming fiscal year. The wages being presented are a reflection of wages that have been previously agreed to by the City Council when labor agreements were entered into. In addition to wages, certain benefits that are part of labor agreements or personnel rules that are paid to employees are also outlined in the salary ordinance. The positions that were included in the FTE schedule as part of the budget are represented in the salary ordinance.

Discussion

The following changes are being presented to the Council for consideration in preparation for the next fiscal year which will begin on October 1, 2010. The wages addressed in this document will not be paid until the first full pay period in October which will commence on October 11, 2010.

Listed are the increases as agreed to in the various labor agreements:

AFSCME – 3.5%	FOP – 3.5%
IBEW Wastewater – 3.75%	IBEW Utilities – 3.75%
IBEW Finance – 3.75%	IBEW Service/ Clerical 2.06%

Non-union employees and employees covered under the IAFF labor agreement will see no change in their respective salary tables.

Through the program prioritization process some positions were eliminated while others were added. The following are positions that will be eliminated in the 2010/2011 fiscal

year: Civil Engineering Manager – Public Works, Engineering Technician Supervisor, Information Technology Supervisor, Library Clerk, Parking Monitor, Fleet Services Attendant/Clerk, and Fleet Services Inventory Specialist. Positions that will be added are: Project Manager – Public Works, Fleet Services Inventory Clerk, Recreation Coordinator, and Customer Service Representative. The customer service representative is a part-time position at the Heartland Shooting Park. This same position was previously filled under the title of “seasonal” but as it is a year around position it is more appropriately reflected as a regular status position in the ordinance. The number of seasonal FTE’s was reduced by .75 and it was added to this position for a net result of zero. The Recreation Coordinator was also a .5 FTE seasonal position which has been replaced as a full time regular status position. This position will oversee the daily activities and staff at the new Field house at Fonner Park. There is also a title change in the renaming of the Communication Specialist/EMD to Public Safety Dispatcher and the Sr. Communication Specialist/EMD to Senior Public Safety Dispatcher.

The last change presented in the proposed Salary Ordinance is a change to the payout of unused medical leave for non-union employees. Non-union employees will be entitled to a payout of their medical leave as has been prescribed in the Personnel Rules through September 2010. This buyout will cease in the 2010/2011 budget year. This final buyout has been the practice with all other employee groups as the benefit has gone away.

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 Salary Ordinance #9268.

Sample Motion

Move to approve Salary Ordinance #9268.

ORDINANCE NO. 9268

An ordinance to amend Ordinance 9251 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 remove the positions and salary ranges of Civil Engineering Manager-Public Works, Engineering Technician Supervisor, Information Technology Supervisor, Library Clerk, Parking Monitor, Fleet Services Attendant/Clerk, and Fleet Services Inventory Specialist; to add the positions and salary ranges of Project Manager-Public Works; Fleet Services Inventory Clerk; Recreation Coordinator; and Customer Service Representative – Part Time; ~~to rename the position of Communications Specialist/EMD to Public Safety Dispatcher; to rename the position of Senior Communications Specialist/EMD to Senior Public Safety Dispatcher;~~ and to repeal those portions of Ordinance No. 9251 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	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	21.6100/30.4700	Exempt
Accounting Technician – Solid Waste	15.0000/19.7200	40 hrs/week

Approved as to Form ☐ _____
August 20, 2010 ☐ City Attorney

ORDINANCE NO. 9268 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Assistant to the City Administrator	21.0200/29.5900	Exempt
Assistant Utility Director – Administration	40.7800/57.4000	Exempt
Assistant Utility Director – PGS & PCC	44.1600/62.1800	Exempt
Attorney	26.8900/41.4900	Exempt
Biosolids Technician	17.0401/23.9867	40 hrs/week
Building Department Director	31.5000/44.8200	Exempt
Cemetery Superintendent	18.3119/25.7803	Exempt
City Administrator	53.8810/75.8161	Exempt
City Attorney	37.2300/52.4000	Exempt
City Clerk	22.4900/31.6600	Exempt
Civil Engineering Manager—Public Works —Engineering	28.6200/41.0400	Exempt
Civil Engineering Manager – Utility PCC	32.0000/45.6900	Exempt
Collection System Supervisor	21.5900/30.6900	40 hrs/week
Community Service Officer	12.1000/16.4500	40 hrs/week
Custodian – Library, Police	11.0885/15.6476	40 hrs/week
<u>Customer Service Representative – Part time</u>	<u>8.0000/12.0000</u>	<u>40 hrs/week</u>
Electric Distribution Superintendent	31.2500/42.8300	Exempt
Electric Distribution Supervisor	26.3900/36.1900	40 hrs/week
Electric Underground Superintendent	27.8300/38.1500	Exempt
Electrical Engineer I	25.3300/34.9600	Exempt
Electrical Engineer II	29.3800/40.5100	Exempt
Emergency Management Deputy Director	21.3600/29.2100	Exempt
Emergency Management Director	30.4000/41.5600	Exempt
Engineering Technician - WWTP	18.8700/26.6600	40 hrs/week
Engineering Technician Supervisor	21.0900/30.5300	Exempt
Equipment Operator - Solid Waste	15.1218/21.2957	40 hrs/week
Finance Director	35.6881/50.2209	Exempt
Fire Chief	34.0500/48.2500	Exempt
Fire Division Chief	27.8470/40.1959	Exempt
Fleet Services Superintendent	24.1300/34.0900	Exempt

ORDINANCE NO. 9268 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fleet Services Supervisor	19.2100/26.7600	40 hrs/week
Golf Course Superintendent	22.8100/32.9200	Exempt
Grounds Management Crew Chief – Cemetery	17.1031/24.0687	40 hrs/week
Grounds Management Crew Chief – Parks	17.6161/24.7906	40 hrs/week
Human Resources Director	32.2100/45.8900	Exempt
Human Resources Specialist	17.2500/25.3500	40 hrs/week
Information Technology Manager	28.9540/40.7386	Exempt
Information Technology Supervisor	25.4000/39.0400	Exempt
Legal Secretary	18.9700/25.5100	40 hrs/week
Librarian I	16.5700/23.0500	Exempt
Librarian II	18.3500/25.8500	Exempt
Library Assistant I	11.6100/15.9800	40 hrs/week
Library Assistant II	12.7900/17.6300	40 hrs/week
Library Assistant Director	20.9000/29.7900	Exempt
Library Clerk	9.5700/13.2800	40 hrs/week
Library Director	28.2796/39.8068	Exempt
Library Page	7.4300/10.2800	40 hrs/week
Library Secretary	13.8900/19.7400	40 hrs/week
Maintenance Worker – Golf	13.9425/19.6625	40 hrs/week
Manager of Engineering Services	30.8300/44.2500	Exempt
Meter Reader Supervisor	17.5366/24.6969	Exempt
Office Manager – Police Department	15.1900/21.0406	40 hrs/week
Parking Monitor	8.1100/11.0200	40 hrs/week
Parks and Recreation Director	31.9851/44.9881	Exempt
Parks Superintendent	22.3500/31.6100	Exempt
Payroll Specialist	15.9420/22.4290	40 hrs/week
Planning Director	31.7148/44.6178	Exempt
Police Captain	26.7800/37.6700	Exempt
Police Chief	34.0500/48.2500	Exempt
Police Records Clerk - Part Time	12.4000/17.2600	40 hrs/week
Power Plant Maintenance Supervisor	28.0509/39.4574	Exempt

ORDINANCE NO. 9268 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Operations Supervisor	29.2000/42.0400	Exempt
Power Plant Superintendent – Burdick	31.9808/45.0026	Exempt
Power Plant Superintendent – PGS	36.8688/51.8571	Exempt
<u>Project Manager – Public Works</u>	<u>28.4300/40.000</u>	<u>Exempt</u>
Public Information Officer	20.0800/28.2600	Exempt
Public Works Director	35.8254/50.4141	Exempt
Receptionist	12.400/17.9400	40 hrs/week
<u>Recreation Coordinator</u>	<u>16.2000/22.6000</u>	<u>Exempt</u>
Recreation Superintendent	20.9300/30.0300	Exempt
Regulatory and Environmental Specialist	27.6631/38.9119	Exempt
Senior Accountant	26.3200/36.6400	Exempt
Senior Communications Specialist/EMD	16.2000/22.1400	40 hrs/week
Senior Electrical Engineer	32.1500/44.3300	Exempt
Senior Equipment Operator, Solid Waste	15.8780/22.3421	40 hrs/week
<u>Senior Public Safety Dispatcher</u>	<u>16.2000/22.1400</u>	<u>40 hrs/week</u>
Senior Utility Secretary	14.3250/20.4550	40 hrs/week
Shooting Range Superintendent	20.9300/30.0300	Exempt
Solid Waste Division Clerk - Full Time	14.2900/19.1400	40 hrs/week
Solid Waste Division Clerk - Part Time	12.7236/17.3800	40 hrs/week
Solid Waste Superintendent	22.9786/32.3353	Exempt
Street Superintendent	23.5000/34.2100	Exempt
Street Supervisor	18.4800/26.2600	40 hrs/week
Turf Management Specialist	20.5000/29.0200	40 hrs/week
Utility Director	51.9700/74.4700	Exempt
Utility Production Engineer	32.8786/46.2710	Exempt
Utility Services Manager	26.7500/37.2300	Exempt
Utility Warehouse Supervisor	21.8200/30.4800	40 hrs/week
Victim Assistance Unit Coordinator	12.5500/17.6700	40 hrs/week
Wastewater Engineering/Operations Superintendent	25.6500/36.2900	Exempt
Wastewater Plant Chief Operator	18.9500/26.7100	40 hrs/week
Wastewater Plant Maintenance Supervisor	22.9100/30.8500	40 hrs/week

ORDINANCE NO. 9268 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Wastewater Plant Process Supervisor	23.7500/32.0200	40 hrs/week
Water Superintendent	24.2210/34.2100	Exempt
Water Supervisor	20.9100/30.1300	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	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	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	13.8757/19.5126 <u>14.3613/20.1955</u>	40 hrs/week
Fleet Services Attendant/Clerk	12.6141/17.7913	40 hrs/week
Fleet Services Inventory Specialist	13.8363/19.4733	40 hrs/week
<u>Fleet Services Inventory Clerk</u>	<u>13.6103/19.1475</u>	<u>40 hrs/week</u>
Fleet Services Mechanic	15.8285/22.2618 <u>16.3825/23.0410</u>	40 hrs/week
Horticulturist	14.6510/20.6425 <u>15.1638/21.3650</u>	40 hrs/week
Maintenance Worker – Cemetery	13.7705/19.3812 <u>14.2525/20.0595</u>	40 hrs/week
Maintenance Worker – Parks	13.6786/19.2630 <u>14.1574/19.9372</u>	40 hrs/week
Maintenance Worker – Streets	13.3895/18.8424 <u>13.8581/19.5019</u>	40 hrs/week
Senior Equipment Operator – Streets	15.2027/21.4049	40 hrs/week

ORDINANCE NO. 9268 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>15.7348/22.1541</u>	
Senior Maintenance Worker – Parks	15.2027/21.4049 <u>15.7348/22.1541</u>	40 hrs/week
Senior Maintenance Worker – Streets	15.2027/21.4049 <u>15.7348/22.1541</u>	40 hrs/week
Traffic Signal Technician	15.2027/21.4049 <u>15.7348/22.1541</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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	13.9001/18.3940 <u>14.4214/19.0838</u>	40 hrs/week
Cashier	12.7580/17.3850 <u>13.2364/18.0369</u>	40 hrs/week
Custodian	14.8976/17.5921 <u>15.4563/18.2518</u>	40 hrs/week
Electric Distribution Crew Chief	27.2124/34.6091 <u>28.2329/35.9069</u>	40 hrs/week
Electric Underground Crew Chief	27.2124/34.6091 <u>28.2329/35.9069</u>	40 hrs/week
Engineering Technician I	17.1487/24.5367 <u>17.7918/25.4568</u>	40 hrs/week
Engineering Technician II	21.1992/29.0671 <u>21.9942/30.1571</u>	40 hrs/week
GIS Coordinator	21.8107/30.6049	40 hrs/week

ORDINANCE NO. 9268 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>22.6286/31.7526</u>	
Instrument Technician	<u>25.5794/33.7924</u> <u>26.5386/35.0596</u>	40 hrs/week
Lineworker Apprentice	<u>16.5879/24.3230</u> <u>17.2099/25.2351</u>	40 hrs/week
Lineworker First Class	<u>25.1434/29.7374</u> <u>26.0863/30.8526</u>	40 hrs/week
Materials Handler	<u>20.7033/27.7522</u> <u>21.4797/28.7929</u>	40 hrs/week
Meter Reader	<u>14.9167/19.4517</u> <u>15.4761/20.1811</u>	40 hrs/week
Meter Technician	<u>20.0555/24.7866</u> <u>20.8076/25.7161</u>	40 hrs/week
Power Dispatcher I	<u>25.1156/34.9205</u> <u>26.0574/36.2300</u>	40 hrs/week
Power Dispatcher II	<u>26.3793/36.6716</u> <u>27.3685/38.0468</u>	40 hrs/week
Power Plant Maintenance Mechanic	<u>23.7745/29.6038</u> <u>24.6660/30.7139</u>	40 hrs/week
Power Plant Operator	<u>28.0862/32.7156</u> <u>29.1394/33.9424</u>	40 hrs/week
Senior Accounting Clerk	<u>15.6241/20.4663</u> <u>16.2100/21.2338</u>	40 hrs/week
Senior Engineering Technician	<u>26.8229/32.8253</u> <u>27.8288/34.0562</u>	40 hrs/week
Senior Materials Handler	<u>23.8377/31.0931</u> <u>24.7316/32.2591</u>	40 hrs/week
Senior Meter Reader	<u>17.6666/20.9682</u> <u>18.3291/21.7545</u>	40 hrs/week
Senior Power Dispatcher	<u>30.5150/41.8751</u> <u>31.6593/43.4454</u>	40 hrs/week
Senior Power Plant Operator	<u>27.6915/35.4997</u>	40 hrs/week

ORDINANCE NO. 9268 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>28.7299/36.8309</u>	
Senior Substation Technician	32.6046/33.7924 <u>33.8273/35.0596</u>	40 hrs/week
Senior Water Maintenance Worker	19.3719/25.5083 <u>20.0983/26.4649</u>	40 hrs/week
Substation Technician	30.1833/31.3815 <u>31.3152/32.5583</u>	40 hrs/week
Systems Technician	26.6000/33.7924 <u>27.5975/35.0596</u>	40 hrs/week
Tree Trim Crew Chief	23.8284/29.5914 <u>24.7220/30.7011</u>	40 hrs/week
Utility Electrician	23.8788/31.3815 <u>24.7743/32.5583</u>	40 hrs/week
Utility Technician	23.3224/32.8063 <u>24.1970/34.0365</u>	40 hrs/week
Utility Warehouse Clerk	17.2330/21.2614 <u>17.8792/22.0587</u>	40 hrs/week
Water Maintenance Worker	16.1398/22.3197 <u>16.7450/23.1567</u>	40 hrs/week
Wireworker I	18.1316/25.6380 <u>18.8115/26.5994</u>	40 hrs/week
Wireworker II	25.1434/29.7374 <u>26.0863/30.8526</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 and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

ORDINANCE NO. 9268 (Cont.)

Classification	Hourly Pay Range Min/Max	
Police Officer	17.2016/24.0468 <u>17.8037/24.8884</u>	
Police Sergeant	21.5296/29.5005 <u>22.2831/30.5330</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 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)

ORDINANCE NO. 9268 (Cont.)

hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the training and special events bank.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	16.6707/23.1150	54 hrs/week
Firefighter / EMT	12.3855/17.9740	54 hrs/week
Firefighter / Paramedic	13.8282/19.5300	54 hrs/week

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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	13.8071/19.4279 <u>14.3249/20.1564</u>	40 hrs/week
Equipment Operator – WWTP	15.6752/22.0567 <u>16.2630/22.8838</u>	40 hrs/week
Maintenance Mechanic I	15.6752/22.0567 <u>16.2630/22.8838</u>	40 hrs/week
Maintenance Mechanic II	17.5511/24.6962	40 hrs/week

ORDINANCE NO. 9268 (Cont.)

	<u>18.2093/25.6223</u>	
Maintenance Worker – WWTP	15.6752/22.0567 <u>16.2630/22.8838</u>	40 hrs/week
Senior Equipment Operator – WWTP	16.9436/23.8413 <u>17.5790/24.7353</u>	40 hrs/week
Wastewater Clerk	11.7945/16.5959 <u>12.2368/17.2182</u>	40 hrs/week
Wastewater Plant Laboratory Technician	16.6398/23.4139 <u>17.2638/24.2919</u>	40 hrs/week
Wastewater Plant Operator I	14.0196/19.7271 <u>14.5453/20.4669</u>	40 hrs/week
Wastewater Plant Operator II	15.6752/22.0567 <u>16.2630/22.8838</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 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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	14.9600/19.9700 <u>15.2682/20.3814</u>	40 hrs/week
Accounts Payable Clerk	14.1900/20.5300 <u>14.4823/20.9529</u>	40 hrs/week
Administrative Assistant	14.7600/21.1700 <u>15.0641/21.6061</u>	40 hrs/week
Audio Video Technician	14.9000/21.0200 <u>15.2069/21.4530</u>	40 hrs/week
Building Inspector	18.4300/26.1500 <u>18.8097/26.6887</u>	40 hrs/week

ORDINANCE NO. 9268 (Cont.)

Building Secretary	13.8900/19.7400 <u>14.1761/20.1466</u>	40 hrs/week
Community Development Administrator	16.0800/23.1200 <u>16.4113/23.5963</u>	Exempt
Communication Specialist/EMD	14.0000/20.4500	40 hrs/week
Computer Operator	17.9300/23.5702 <u>18.2994/24.0557</u>	40 hrs/week
Computer Programmer	20.4500/29.9700 <u>20.8713/30.5874</u>	40 hrs/week
Computer Technician	18.4680/24.2777 <u>18.8484/24.7778</u>	40 hrs/week
Electrical Inspector	18.4300/26.1500 <u>18.8097/26.6887</u>	40 hrs/week
Emergency Management Coordinator	13.8900/19.7400 <u>14.1761/20.1466</u>	40 hrs/week
Engineering Technician – Public Works	18.9600/26.7400 <u>19.3506/27.2908</u>	40 hrs/week
Evidence Technician	13.7900/20.1800 <u>14.0741/20.5957</u>	40 hrs/week
Finance Secretary	13.8900/19.7400 <u>14.1761/20.1466</u>	40 hrs/week
GIS Specialist	21.0224/29.4987 <u>21.4555/30.1064</u>	40 hrs/week
Maintenance Worker I – Building, Library	14.4900/19.6100 <u>14.7885/20.0140</u>	40 hrs/week
Maintenance Worker II – Building, Police	15.2700/20.7000 <u>15.5846/21.1264</u>	40 hrs/week
Parks and Recreation Secretary	13.8900/19.7400 <u>14.1761/20.1466</u>	40 hrs/week
Planning Secretary	13.8900/19.7400 <u>14.1761/20.1466</u>	40 hrs/week
Planning Technician	19.0169/26.7559 <u>19.4086/27.3071</u>	40 hrs/week

ORDINANCE NO. 9268 (Cont.)

Plans Examiner	18.4300/26.1500 <u>18.8097/26.6887</u>	40 hrs/week
Plumbing Inspector	18.4300/26.1500 <u>18.8097/26.6887</u>	40 hrs/week
Police Records Clerk – Full Time	12.4000/17.2600 <u>12.6554/17.6156</u>	40 hrs/week
<u>Public Safety Dispatcher</u>	14.0000/20.4500 <u>14.2884/20.8713</u>	<u>40 hrs/week</u>
Shooting Range Operator	19.2400/26.0800 <u>19.6363/26.6172</u>	40 hrs/week
Stormwater Technician	18.9600/26.7400 <u>19.3506/27.2908</u>	40 hrs/week
Utility Secretary	13.8900/19.7400 <u>14.1761/20.1466</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 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.

ORDINANCE NO. 9268 (Cont.)

Non-union employees and employees covered by the FOP labor agreement, the IBEW Utilities, 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, 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

ORDINANCE NO. 9268 (Cont.)

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-last~~ paycheck in ~~January of each year~~September 2010, payment for an employee's unused medical leave in excess of 960 hours accrued from January 2010 through September 2010~~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. Such compensation for unused medical leave in excess of 960 hours shall not continue after September 2010.

(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% x 1039 hours = 488.33 hours), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement 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% x 1,576 hours = 598.88 hours). The amount of contribution will be based upon the employee's salary at the time of retirement.

ORDINANCE NO. 9268 (Cont.)

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 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~~ fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor

ORDINANCE NO. 9268 (Cont.)

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.

(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.

ORDINANCE NO. 9268 (Cont.)

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 adjustments identified in the payout of medical leave to non-union employees shall be effective on the date of passage and publication as provided by law. The new positions that have been added, namely Fleet Services Inventory Clerk, Project Manager- Public Works, Recreation Coordinator, and Customer Service Representative-PT, shall be in effect as of September 27, 2010. 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 effective ~~March 15,~~ October 11, 2010.

SECTION 13. Those portions of Ordinance No. 9251 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: August 24, 2010

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G1

Approving Minutes of August 10, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 10, 2010

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 10, 2010. Notice of the meeting was given in *The Grand Island Independent* on August 4, 2010.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced CYC member Ava Mackey and board member Liz Mayfield. Introduced was Boy Scout Troop #14 from St. Paul's Lutheran Church.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Pat Larson, GIS Specialist for Special Achievement Award at the Annual Esri International User Conference. Mayor Hornady and the City Council recognized Pat Larson, GIS Specialist for the Special Achievement in GIS (SAG) Award. Finance Director Mary Lou Brown stated he received this award at the 30th annual Esri International User Conference. Grand Island was one of only 87 recipients from within the United States and 57 winners from outside the United States selected to receive the award from more than 300,000 eligible organizations worldwide. Mr. Larson was present to receive the recognition.

Recognition of Life Saving Efforts. Mayor Hornady and the City Council along with Fire Chief Troy Hughes recognized the life saving efforts of Stacia Rice by presenting her with a Commendation Award for her heroism shown on May 10, 2010 in which her efforts to clear the airway saved the life of Maycee Mazanec. Stacia Rice and the Mazanec family were present for the presentation.

PUBLIC HEARINGS:

Public Hearing on Request from GI Hospitality, Inc. dba Hospitality, 805 Allen Drive for a Class "I" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "I" Liquor License had been received from GI Hospitality, Inc. dba GI Hospitality, 805 Allen Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on July 21, 2010; notice to the general public of date, time, and place of hearing published on July 31, 2010; notice to the applicant of date, time, and place of hearing mailed on July 21, 2010; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Sanitary Sewer Easement in Lot One (1) of McGovern Subdivision – 2530 North Diers Avenue (James E. & Carole M. Kimbrough). Steve Riehle, Public Works Director reported that acquisition of a sanitary sewer easement located in Lot One (1) of McGovern Subdivision – 2530 North Diers Avenue was needed in order for construction, operation, maintenance, extension, repair, replacement, and removal of the private sanitary sewer service within the easement. Staff recommended approval. No Public testimony was heard.

Public Hearing for Neighborhood Stabilization Program Property Purchase Located at 201 West 17th Street. Joni Kuzma, Community Development administrator reported that the City had received \$190,000 from the Department of Economic Development for the purchase, demolition and construction of properties on 17th Street. The structures will be demolished and the property redeveloped by a non-profit housing developer. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9266 – Consideration of Annexation Request of a Tract of Land Being Platted as Lake Heritage Second Subdivision Located at the Southeast Corner of U.S. Highway 34 and Blaine Street (Second Reading)

This item related to the Public Hearing held on July 27, 2010. This was the second of three readings.

Motion by Meyer, second by Niemann to approve Ordinance #9266 on second reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9266 – Consideration of Conveyance of Property Located at 201 West 17th Street

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

Joni Kuzma, Community Development Administrator reported that the City purchased the structures and property at 201 West 17th Street for \$33,660 as part of the Neighborhood Stabilization Program using Community Development Block Grant funds. The Housing Development Corporation, in compliance with the contract between the City and the Nebraska Department of Economic Development would build a new single-family home on this property.

Motion by Meyer, second by Ramsey to approve Ordinance #9266.

City Clerk: Ordinance #9266 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 #9266 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 #9266 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda item G-9 was pulled for further discussion. Motion by Zapata, second by Nickerson to approve the Consent Agenda excluding item G-9. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 27, 2010 City Council Regular Meeting.

Approving Minutes of August 3 and 5, 2010 City Council Special (Budget) Meetings.

Approving Request of Fonner Park Exposition and Events Center, Inc. for Ratification of Election of Board of Directors.

#2010-209 – Approving Neighborhood Stabilization Program Purchase of Property Located at 201 West 17th Street.

#2010-210 – Approving the Discontinuation of the Joint Marketing Agreement between the City of Grand Island and Nebraska Public Power District (NPPD).

#2010-211 – Approving Contract with HDR Engineering, Inc. of Lincoln, Nebraska for Uranium Removal System Design and Specifications.

#2010-212 – Approving Nebraska Power Association Mutual Aid Agreement Among Nebraska Utilities.

#2010-213 – Approving Acquisition of Sanitary Sewer Utilities Easement in Lot (1) of McGovern Subdivision – 2530 North Diers Avenue (James E. & Carole M. Kimbrough).

#2010-215 – Approving Change Order No. 1 with Gary Smith Construction Co. of for Asphalt Maintenance Project 2010-AC-1 for an Increase of \$39,051.89 and a Revised Contract Amount of \$843,870.57.

#2010-216 – Approving Bid Award for 2010-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project with Midlands Contracting, Inc. of Kearney, Nebraska in an Amount of \$186,868.25.

#2010-217 – Approving Certificate of Final Completion for Engineering Services for the Wastewater Collection and Treatment Systems Comprehensive Plan Update for the City of Grand Island with CH2M Hill, Inc. of Englewood, Colorado.

#2010-218 – Approving Renewal of Contract with MUNIS.

#2010-219 – Approving Contract for EAP Services with Family Resources of Greater Nebraska from Grand Island, Nebraska.

#2010-214 – Approving Restricted Parking on College Street, from Custer Street to Existing No Parking Area. Public Works Director Steve Riehle reported the no parking on Custer Street would be daily from 7:00 a.m. to 4:00 p.m. Traffic study was mentioned along with safety issues. The number of parking stalls along this street was 12.

Motion by Carney, second by Niemann to approve Resolution #2010-214. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Carney, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Amendment to Fonner Park Conditional Use Permit for Primitive Pads at the Fonner R.V. Park for the 2010 State Fair. Craig Lewis, Building Department Director reported that the Nebraska State Fair board wanted to amend the conditions of the approved Conditional Use Permit for the recreational vehicle camper site located at 915 East Fonner Park Road. Requested was permission to allow pads for the RV Park to remain primitive through the 2010 State Fair. Staff recommended approval to permit camper sites with the condition that sites without utility services would only be utilized during the 2010 State Fair event from August 27, 2010 to September 6, 2010.

Discussion was held regarding health hazards, concrete pads, utilities, mud and dust. Mr. Lewis explained the buffer zone to the north along with time frame for completion of the RV Park scheduled for 2014.

Motion by Meyer, second by Niemann to approve the request from the Nebraska State Fair board to allow pads for the RV Park to remain primitive through the 2010 State Fair from August 27, 2010 to September 6, 2010. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2010-220 – Consideration of Request from GI Hospitality, Inc. dba GI Hospitality, 805 Allen Drive for a Class "I" Liquor License and Liquor Manager Designation for Demi Menke, Doniphan, Nebraska. This item relates to the aforementioned Public Hearing.

Motion by Ramsey, second by Gericke to approve Resolution #2010-220 contingent upon final inspections and Ms. Menke completing a state approved alcohol server/seller program. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Zapata to approve the Claims for the period of July 28, 2010 through August 10, 2010, for a total amount of \$2,395,898.00. Unanimously approved.

Motion by Dugan, second by Zapata to approve the Claims for the Period of July 28, 2010 through August 10, 2010 for the Veterans Athletic Field Complex for a total amount of \$19,513.80. Unanimously approved.

Motion by Dugan, second by Zapata to approve the Claims for the Period of July 14, 2010 through August 10, 2010 for the State Fair Recreation Building for a total amount of \$852.78. Unanimously approved.

Council continued the review and discussion of the FY 2010/2011 City Single Budget.

QUARTILE 4 PROGRAMS:

Island Oasis Water Park (Admissions):

- Q.** FTE numbers have been corrected.
- A.** No visible impact.

Island Oasis Water Park (Concessions):

- Q.** FTE numbers have been correction.
- A.** No change.

Interments:

- Q.** How was it determined that the early closing would occur on Saturday afternoon versus another day and time?
- A.** Will close as noon on Saturdays.

Parks & Recreation Director Steve Paustian answered questions concerning the cemetery operation with the number of employees available regarding Saturday burials. Fee schedule changes were mentioned with an increase of \$150.00 for burials on Saturday after 1:00 p.m.

Lot Sales:

- Q.** How was it determined that the early closing would occur on Saturday afternoon versus another day and time?
- A.** Will close as noon on Saturdays.

GITV Community Awareness/Technology Outreach:

- Q.** Same question as before regarding the graphics template package.
- A.** Same answer as before.

Elections:

- Q.** The narrative states that this only includes the November election. Why is there no budget for the potential ballot for Lincoln Pool? We have budgeted for the bond so we should budget for the costs to get the bond approved as well.
- A.** Election Costs cover the costs to the County for an election. This expense reduction is based on the assumption that there is only the November 2010 election during the 2011 fiscal year.

Discussion was held concerning the bond which could be removed from the CIP budget.

Motion by Carney, second by Gilbert to remove Lincoln Pool Bond from the CIP budget. Upon roll call vote, all voted aye. Motion adopted.

Legal Advisement to Council, Administration, Departments:

Q. This does not seem to be a quartile 4 program.

A. Scoring would be looked out for next year.

Fire Public Education:

Q. The FTE is declining; why does the personnel services expense increase?

A. This program will see a significant reduction in spending for 2010-2011 due to the smoke detector program for mobile homes being completed in 2010. No major prevention/life safety projects will be occurring during this budget cycle.

OTHER PROGRAMS:

City Administrator:

Q. Why are operating expenses not being held at the 2010 projected level?

A. An open position in the City Administrator's Office during the 2010 Budget accounts for the expense reduction in personnel services, which carries over in the 2011 Proposed Budget through a lower salary step position.

City Administrator Jeff Pederson explained additional money in the amount of \$5,000 - \$6,000 was in the budget for ICMA's National Citizen's Survey. Timing of the survey and validity were discussed.

No Program:

Q. By selling off our excess city assets, i.e. training ground, racket center etc., could we save enough money to keep our police officers and make the streets safer?

A. On-going revenues and on-going expenses would not off-set a one time revenue from selling assets.

Mr. Pederson stated the City did not have a current plan to sell assets but one was needed. Discussion was held concerning the timeline in order for this to be part of this year's budget. Mentioned was one time revenues should to be used for one time expenses.

Motion by Meyer, second by Niemann to hold a Study Session to review City assets. Upon roll call vote, Councilmember's Gericke, Nickerson, Dugan, Carney, Haase, Niemann, and Meyer voted aye. Councilmember's Gilbert, Zapata, and Ramsey voted no. Motion adopted.

Copy Paper and Envelopes:

Q. Why is this increasing with the use of computers?

A. No impact.

Comments were made concerning using less paper by using software for saving electronic data.

CRA:

Q. Explain what this program is.

A. Previously answered.

Total City Hall by Program:

Q. The rent income from the One Stop Building should be increased.

A. Lease would expire in 2011 and further discussion would be held then.

Building Department Director Craig Lewis answered questions regarding the lease. There was no cost to the City. Future costs to the building for upkeep and repair were discussed.

Council recessed at 8:45 p.m.

Council reconvened at 9:00 p.m.

Capital Improvement Projects:

Discussion was held regarding funding four Police Officer's. Mr. Pederson answered questions concerning two versus four Police Officer's and whether the Police budget could sustain the additional employees. Mr. Pederson stated it would be a major issue in the Program Prioritization process. Discussion was held regarding the addition of officer's, support staff, training, equipment, etc. and how that would be funded.

Police Chief Steve Lamken stated all departments were required to reduce their budgets. The current Police budget before the council was designed with the number of officer's retained. Comments were made about the Department Director's managing their budgets with the amount of money approved by Council.

Motion by Niemann, second by Meyer to add two Police Officer's to the current budget based on a proposal conducted by City Staff. Upon roll call vote, Councilmember's Gericke, Zapata, Ramsey, Dugan, Carney, Haase, Gilbert, Niemann, and Meyer voted aye. Councilmember Nickerson voted no. Motion adopted.

Discussion was held concerning selling back unused sick leave. Human Resources Director Brenda Sutherland stated it was not a comparable practice within negotiations. The amount of this would be brought back to Council at the next meeting.

Dues and licenses for City employees were brought up. Ms. Sutherland stated some positions were required to have licenses. Mr. Pederson stated professional development was essential for City employees. This amount would be brought back to Council at the next meeting.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G2

**Approving Minutes of August 12, 2010 City Council Special
(Budget) Meeting**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL BUDGET MEETING

August 12, 2010

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 12, 2010. Notice of the meeting was given in *The Grand Island Independent* on August 6, 2010.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Meyer, Niemann, Haase, Carney, Dugan, Ramsey, Zapata, Nickerson, and Gericke. Council President Gilbert arrived late. The following City Officials were present: City Administrator Jeff Pederson, Assistant to the City Administrator Shannon Oster, 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, Daniel Carlson and Alec Baxter.

PUBLIC HEARING:

Public Hearing on Proposed FY 2010-2011 City Single Budget. This item was continued from the Special (Budget) Meetings of August 3, 5 & 10, 2010.

The following people spoke with regards to the Proposed FY 2010-2011 City Single Budget:

- Ralph Naber, 4017 West Capital Avenue wanted to speak about the Capital Improvement Projects on North Road and Capital Avenue projects.

No further public testimony was heard.

Review of Proposed FY 2010/2011 City Single Budget. The City Council continued the review and discussion of the FY 2010/2011 City Single Budget. Jeff Pederson, City Administrator, spoke on the request on Tuesday August 10th to present Council a list of excess City assets. The list was not discussed, but a study session will be scheduled for the topic in the fall. Pederson said remaining staff questions and requests from Tuesday, August 10th on the General Fund will be addressed on Tuesday, August 17th.

Capital Improvement Program Budget Review

Steve Riehle, Public Works Director, presented the review of the CIP Fund by a PowerPoint presentation with an overview of the CIP budget. Riehle explained that CIP projects were scored and ranked according to the following criteria:

- Reaffirmation of Committed Projects
- Fund Leveraging
- Overall Cost to City

- Life Safety and Legal Issues
- Immediacy of Need-Urgency
- Operational Savings and Efficiencies
- Do-able, Ease of Implementation, Likelihood of Success, Difficulty Implementing and Solve the Need

Riehle showed the projects in the 2011 CIP Fund according to three funding sources:

- Gas Taxes:
- Bonding
- Special Assessments & Keno

Review of Round-Abouts and North Road and Capital Avenue Round-About

Riehle discussed in more detail the North Road and Capital Avenue Round-About project, which is appropriated \$360,000 by Gas Taxes. Accident and congestion at this intersection was first studied by the City in 1986, and reviewed by Council in 2005, when the intersection was one short of warrants for a signal. Riehle explained why Round-Abouts are safer than other traffic calming devices, and require less operational costs. As a result round-abouts have greatly increased over the last 20 years. Examples of Norfolk, Nebraska were presented. Kansas Dept of Transportation has a significant website on Round-Abouts. Riehle recommended the Council pass the CIP as part of the budget and a future study session could be held on round-abouts.

Discussion was held regarding the proposed North Road and Capital Avenue round-about. Councilmember Nickerson commented on the number of accidents at the intersection from the Nebraska Department of Roads website.

Council asked if the Gas Tax funding needed to be used only for road related projects. Riehle replied yes, but with some exceptions to drainage. Discussion was held on projects funded by bonding versus projects that could use gas tax funds.

Home and property concerns were expressed, which Riehle replied that the Public Works Department has talked to the property owners at the intersection and they were okay with the round-about project.

Council asked about the Fiber Optic Connection project not being complete. Mary Lou Brown, Finance Director answered that the project is underway and more funds than projected could be spent, but not new money budgeted.

Mary Lou Brown answered questions about a decrease in the Gas Tax cash balance over the last three years. Brown said the decrease was an effort to draw down a high cash balance in the 2011 Budget, but \$500,000 is not used in a sustainable manner.

Motion by Carney that the Council request that the CRA conduct a study about the impact the Lincoln Park Pool has on the area wherein it is located, as well as on the City as a whole, and provide Council with the results within 90 days, second by Gericke.

Comments were made on the timeframe to complete a study and the CRAs ability to complete a study requested.

Upon roll call vote to request a study on Lincoln Park Pool Councilmember's Meyer, Niemann, Haase, Carney, Zapata, Nickerson, and Gericke aye. Councilmember's Gilbert, Dugan, and Ramsey voted no. Motion adopted.

Discussion regarding the round-about project resumed and Riehle answered questions about how round-about handle traffic. Riehle told the Council that round-about handle traffic better than signals.

Motion by Meyer to leave this (North and Capital Round-About) in the CIP, but have a study session on other options besides round-about, second by Carney.

Discussion about removing the round-about project or keeping it in the CIP Budget was held.

Upon roll call vote to leave the round-about in the Budget and study later Councilmember's Meyer, Carney, Dugan, and Gericke vote aye. Councilmember's Niemann, Gilbert, Haase, Ramsey, Zapata, and Nickerson voted no. Motion failed.

Gilbert motioned to remove the round-about from the FY2010-2011 CIP Budget, second by Ramsey. Upon roll call vote Councilmember's Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Zapata, and Nickerson voted aye. Councilmember Gericke voted no. Motion adopted.

Nickerson made a motion to fund the Independence Ave Drainage and Wasmer Detention Cell projects funded by Gas Tax, second by Niemann.

Discussion was held on reallocating funds to different projects, and if State and Federal regulations would allow that. Pederson cautioned the Council from moving funding away from the CIP fund to maintain an adequately funded level.

Upon roll call vote to allocate Gas Tax funds Councilmember's Meyer, Niemann, Gilbert, Carney, Dugan, Ramsey, Nickerson and Gericke voted aye. Councilmember Zapata and Haase voted no. Motion adopted.

Council Member Haase left the meeting at 8:15 p.m.

More discussion was held on the CIP Fund and reallocating projects away from funding by bonding. Council discussed the Environmental Study and Engineering of Broadwell/UPRR (Union Pacific Railroad) project. Riehle said the study will help determine if the rest of the project should move forward. Mayor Hornady told the Council she called UP last week and they assured her things will be moving faster. Riehle asked what the difference between an overpass and underpass with the railroad.

Motion by Niemann to strike the Environmental Study from UPRR from the budget, second by Gilbert.

Upon roll call vote Councilmember's Meyer, Niemann, Gilbert, Carney, Dugan, Ramsey, Zapata, Nickerson and Gericke voted aye. Motion adopted.

Council discussed what should happen with additional funding no longer appropriated to CIP projects removed. Comments were made requesting that City staff have enough time by Tuesday to see what additional projects could move forward in the CIP fund since other projects were removed. Some Council did not want to re-appropriate funds to new projects. Brown clarified that transfers from the CIP Fund to the General Fund were because anticipated revenue from a Federal grant.

Motion by Dugan to adopt the CIP as amended tonight with a placeholder for \$100,000 gas tax appropriation, second by Niemann.

Upon roll call vote to adopt the amended CIP with a \$100,000 placeholder Councilmember's Niemann, Gilbert, Carney, Dugan, Ramsey, Zapata, Nickerson and Gericke voted aye. Councilmember Meyer voted no. Motion adopted.

Meeting recessed at 8:35 p.m.

Ramsey left at 8:35 p.m.

Readjourn at 8:50 p.m.

Review of Enterprise Funds:

Utilities

Utilities Director, Gary Mader, presented the review of the Utility Funds. He explained the bulk of the budget expenditures are fuel, equipment, etc, with a small portion to personnel. Mader explained that the Utilities Department participated in Program Prioritization and has been budgeting like Program Prioritization several years. Both Electric and Water utilities will continue multiple projects for the next several years for improvements and redevelopment of aging infrastructure. Utilities are not budgeted for rate increases.

There were questions for Mader and a discussion on the Electric and Water Utilities. Mader explained the Utilities Department is constantly planning ahead to address future issues and any potential new Federal or State regulations. Potential for contamination problems and avoiding those was discussed.

Gilbert said she is uncomfortable with the difference between revenues and expenditures in the Water and Electric Funds. Mader explained that is for capital improvements and planning for the future unknown costs. Gilbert asked about starting to do automated meter readings.

Wastewater Treatment Fund

Steve Riehle, Public Works Director, presented the Waste Water Treatment Plant budget. He said the WWTP has moved their emphasis from the treatment plant to the collection system, specifically for capital improvements. This is a result of JBS constructing their own pre-treatment facilities.

Carney commented on odor issues related to the WWTP. Nickerson asked about odor improvements with JBS and the WWTP since a study session was held in May. The Mayor

explained there is an Odor Committee researching the issue and an upcoming study session is planned.

The impact on operating revenues with JBS as a WWTP customer was discussed. Riehle said they are working on a revised rate model to plan for future years.

A concern about the lower cash balance reserves in comparison to prior years was expressed by Councilmember's. Pederson explained that the reserves are budgeted for large capital expenses, which is not an ongoing operating expense, so revenues are not less than operating expenditures. Staff said there will be a study session on the WWTP comprehensive plan, which will discuss the restructuring of rate structure, specifically regarding the change in capacity without JBS.

Jackrabbit Run Golf Course

Steve Paustian, Parks and Recreation Director, presented the Jackrabbit Run Golf Course budget. The Golf Course has been becoming more efficient over the last few years and is operating in the "black," in other words with a profit after operating expenses. That has allowed the Golf Course to put money back into improvements and replacements.

The ongoing replacement irrigation system was discussed. Paustian estimated several more years to replace the system due to staff time, the amount of income remaining after operating expense, and wear and tear. Meyer would like to see a larger club house area.

Nickerson prepared a spreadsheet for Council and staff explaining what an additional mill levy would look like for informational purposes only. He emphasized that he is not necessarily advocating raising property taxes, but wanted to have the information out in the public. The sheet was not discussed by the Council.

Gilbert asked Brown if there are any other "pressures" or sustainability issues to address in future budget years besides a \$500,000 gas tax pressure mentioned at the beginning of the meeting. Brown explained that wages will be an issue next budget year.

Budget discussing will resume Tuesday August 17th at 7:00 p.m.

ADJOURNMENT: The meeting was adjourned at 9:50 p.m.

Shannon Oster
Assistant to the City Administrator



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G3

**Approving Minutes of August 17, 2010 City Council Special
(Budget) Meeting**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL BUDGET MEETING

August 17, 2010

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 17, 2010. Notice of the meeting was given in *The Grand Island Independent* on August 6, 2010.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Councilmember's were present: Councilmember's Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Nickerson, and Gericke. Councilmember Zapata 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.

PUBLIC HEARING:

Public Hearing on Proposed FY 2010-2011 City Single Budget. This item was continued from the Special (Budget) Meetings of August 3, 5, 10 and 12, 2010. No public testimony was heard.

Review of Proposed FY 2010/2011 City Single Budget. The City Council continued the review and discussion of the Proposed FY 2010/2011 City Single Budget. City Administrator Jeff Pederson stated news came today from the County Assessor with a total valuation figure less than staff had projected.

Finance Director Mary Lou Brown presented an overview of the major General Fund revenue sources. The total 2010 projected revenue was \$22,538,800 with a current view of 2010 (8/17/10) of \$22,525,440. The updated 2011 revenue budgeted was \$23,211,000.

The projected valuation for 2011 from the County Assessor was \$2,395,497,486 down from the proposed 2011 budget valuation of \$2,498,348,795. With a tax mill rate (general & interlocal) of .204855 the property tax would be \$4,907,296.

The following Cash Analysis was presented:

	<u>Unrestricted Cash</u>	<u>Personnel Services & Operating Expense</u>	<u>Ratio</u>
2008	\$6,001,104	\$30,593,649	19.62%
2009	\$3,431,250	\$31,094,979	11.03%
2010 Budget	\$4,574,874	\$33,940,337	13.48%
2010 Projection	\$4,394,445	\$33,012,614	13.31%
2011 Budget	\$4,509,614	\$32,312,527	13.96%
2011 w/Proposed Change	\$4,409,614	\$32,312,527	13.65%

Discussion was held concerning ambulance fees that were not collected. Ms. Brown stated the insurance companies were paying about 65%. Ms. Brown answered questions concerning the unrestricted cash balance.

City Administrator Jeff Pederson presented the following proposal for funding 2 additional Police Officer's in the new budget:

- \$112,300 – Cost related to two incremental police officers

The recommendations for funding these two positions are as follows:

- \$30,00 – Non-union medical leave annual buyout benefit removed
- \$25,000 – Increased revenue from ambulance billing
- \$57,300 – General Fund capital reduction

- \$112,300 Total Funding

Motion by Carney, second by Niemann to amend the current budget to provide funding for the (2) incremental police officers as recommended by the City Administrator.

Discussion was held regarding total appropriation submitted to the State. Mr. Pederson stated the impact on the support staff with the additional two officers' would be covered in the current Police budget as proposed. Councilmember Nickerson questioned the sustainability of these two positions for future budgets. Mentioned was a tax increase to cover these positions. Compliments were made by council regarding the balanced budget and no tax increase.

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

Motion by Gilbert, second by Dugan to approve the Proposed 2010/2011 Budget incorporating the amendments made during the last couple of weeks.

The Public Hearing for the 2010/2011 Proposed Budget was closed.

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

Compliments were made by the Mayor and Council thanking staff for all the hard work on this budget.

ADJOURNMENT: The meeting was adjourned at 7:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G4

Approving Re-Appointment of Lisa Norton to the Animal Advisory Board

The Mayor has submitted the Re-appointment of Lisa Norton to the Animal Advisory Board. This appointment would become effective September 1, 2010 upon approval by the City Council and would expire on August 31, 2013.

Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G5

**#2010- 221- Approving Final Plat and Subdivision Agreement for
Lake Heritage Second Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 24, 2010

Subject: Lake Heritage 2nd Sub-Preliminary Plat
Lake Heritage 2nd Sub – Final Plat

Item #'s: G-5

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

Background

This property is located east of Blaine Street and south of US Hwy 34, the Preliminary Plat proposes to create 11 lots on a tract of land comprising part of the NW1/4 of the NW1/4 of Section 33, Township 11, North Range 9, West of the 6th P.M., in the City of Grand Island in Hall County Nebraska. This is approximately 38 acres.

Discussion

The revised Preliminary Plat and Final Plat for Lake Heritage 2nd Subdivision was considered by the Regional Planning Commission at the July 7, 2010 meeting. A motion was made by Ruge and seconded by Haskins to approve the plats as presented. A roll call vote was taken and the motion passed with 9 members present (Amick, O'Neill, Ruge, Hayes, Reynolds, Bredthauer, Connelly, Eriksen, Haskins) voting in favor and no member present abstaining.

Alternatives

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

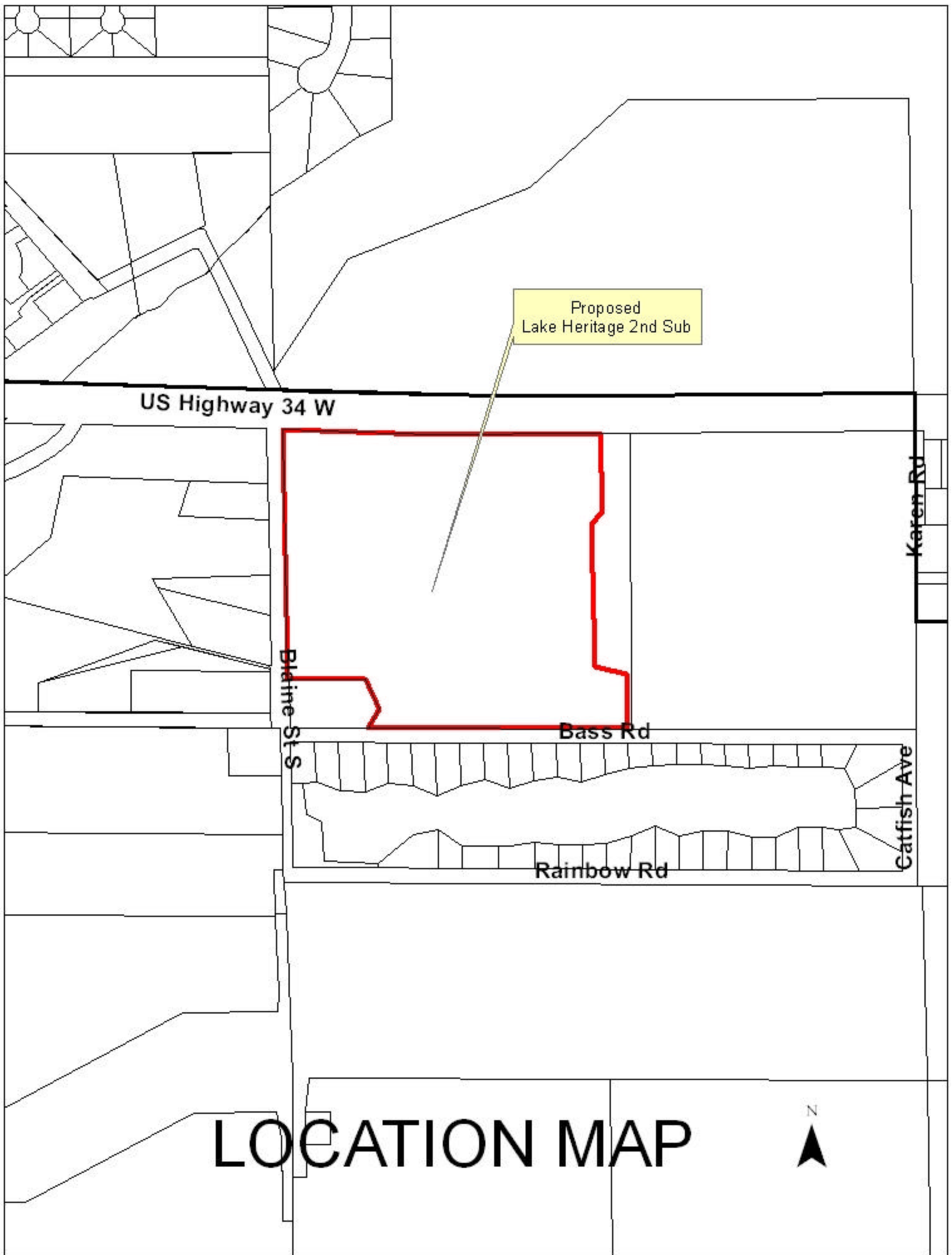
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Lake Heritage 2nd Preliminary and Final Plat Summary

Developer/Owner

Doralene Niedfelt

1515 W Husker Hwy

Grand Island NE 68801

To create 5 lots east of Blaine St and south of US Hwy 34, in the City of Grand Island, in Hall County, Nebraska.

Size: 38 acres

Zoning: LLR – Large Lot Residential Zone

Road Access: Public City Roads

Water Public: Public water is available

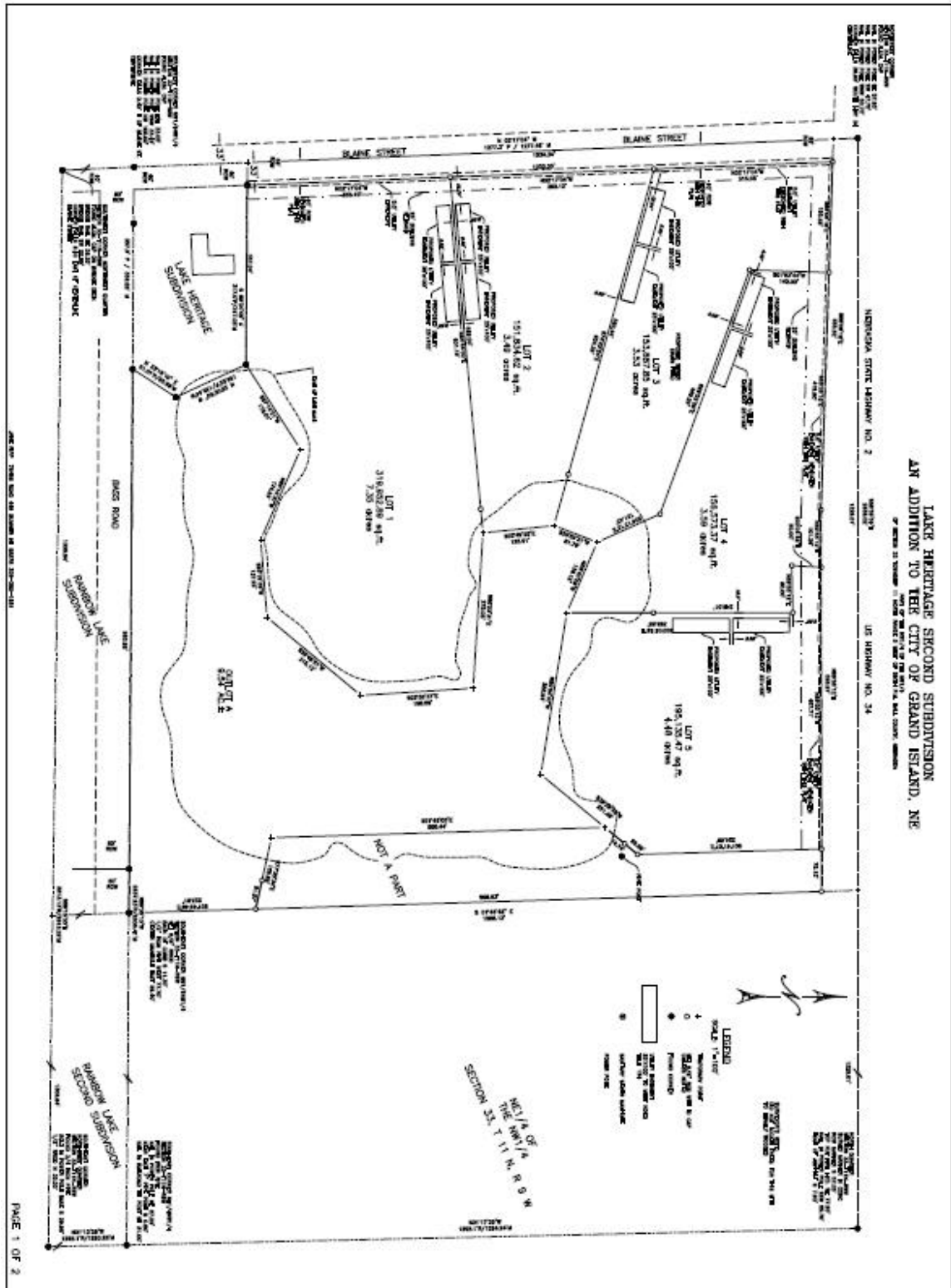
Sewer Public: Public sewer is available



any of the money in the bank.



Preliminary Plat



Final Plat

RESOLUTION 2010-221

WHEREAS, Jerome W. Niedfelt Revocable Trust, Doralene F. Niedfelt, Trustee, being the sole owners of the land described heron, have caused the same to be surveyed, subdivided and to be laid out into 5 lots, and Outlot A , **a tract of land consisting of part of the Northwest Quarter of the Northwest Quarter (NW1/4, NW1/4)** of Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in the 2-mile extraterritorial jurisdiction of the City of Grand Island, in Hall County Nebraska, under the name of LAKE HERITAGE 2nd SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of LAKE HERITAGE 2nd SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G6

**#2010-222 - Approving Final Plat and Subdivision Agreement for J
Clark Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 24, 2010

Subject: J Clark Subdivision – Final Plat

Item #'s: G-6

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

Background

This property is located north of Del Mar Avenue and west of Harrison Street. This final plat proposes to create 3 lots on a tract of land comprising a part of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in the City of Grand Island in Hall County, Nebraska, said tract containing 1.805 acres.

Discussion

The revised final plat for J Clark Subdivision was considered by the Regional Planning Commission at the August 4, 2010 meeting. A motion was made by Amick and seconded by Reynolds to approve the plat as presented. A roll call vote was taken and the motion passed with 11 members present (Aguilar, Amick, O'Neill, Ruge, Reynolds, Monter, Haskins, Eriksen, Bredthauer, Connelly, Snodgrass) voting in favor no member present abstaining.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.



J Clark Final Plat Summary

Developer/Owner

1321 Webb Road L.L.C., Gordon Goble, Managing Member
308 N Locust
Grand Island NE 68801

To create 3 lots near north of Del Mar Avenue and west of Harrison Street, in the City of Grand Island, in Hall County, Nebraska.

Size: 1.805 acres

Zoning: R1 Suburban Residential Zone

Road Access: City Roads

Water Public: City water is available

Sewer Public: City sewer is available



RESOLUTION 2010-222

WHEREAS, 1321 Webb Road, L.L.C., a Nebraska Limited Liability Company, being the Owner of the land described hereon, have caused to be laid out into 3 lots, a tract of land comprising a part of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., City of Grand Island, Hall County Nebraska, under the name of J CLARK SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of J CLARK SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G7

**#2010-223 - Approving Interlocal Agreement for Drug Court
Office Space**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: August 24, 2010

Subject: Drug Court Office Space Interlocal Agreement

Item #'s: G-7

Presenter(s): Steven Lamken, Police Chief

Background

The Law Enforcement Center was built with space to accommodate the operations of the Central Nebraska Drug Court. At the time we began using the Center, there was not an Interlocal Agreement with the Drug Court for use of the space provided them.

Discussion

The Law Enforcement Center was designed and built to accommodate the operations of the Central Nebraska Drug Court. There has never been an Interlocal Agreement regarding the Drug Court's use of the Center. The presented Interlocal Agreement that the Central Nebraska Drug Court Board has approved provides terms defining the responsibilities of the City and the Drug Court. The Interlocal Agreement also provides for the Central Nebraska Drug Court to pay \$200.00 month to offset cost related to utilities, housekeeping and maintenance.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Interlocal Agreement for Office Space Use By and Between The Central Nebraska Drug Court and the City of Grand Island.

Sample Motion

Move to approve the Interlocal Agreement for Office Space Use By and Between The Central Nebraska Drug Court and the City of Grand Island.

**INTERLOCAL AGREEMENT
FOR OFFICE SPACE USE
BY AND BETWEEN
THE CENTRAL NEBRASKA DRUG COURT AND
THE CITY OF GRAND ISLAND**

WHEREAS, it is in the best interest of the CENTRAL NEBRASKA DRUG COURT, BOARD OF DIRECTORS, herein referred to as "Drug Court", to participate in payment for use of administration and office space in the LAW ENFORCEMENT CENTER, herein referred to as "Center", with the CITY OF GRAND ISLAND, herein referred to as "City" or "Grand Island"; and

WHEREAS, it is in the best interests of Grand Island to support the work of the Drug Court by participating in a payment for use of administration and office space with the Drug Court; and

WHEREAS, the Drug Court and City wish to enter into such an agreement pursuant to the terms of the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 through §13-827, and authorized under the laws of the State of Nebraska; and

WHEREAS, the Drug Court Board of Directors has reviewed this agreement and has passed a resolution approving the same and authorizing the chairman thereof to execute this agreement; and

WHEREAS, the Grand Island City Council has reviewed the agreement and passed a resolution approving the same and authorizing the Mayor of the City to execute this agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, each of the parties hereby intends to be bound by this document and agrees as follows:

I. GENERAL TERMS

- A. **Terms of Agreement.** The term of this agreement shall be perpetual, unless as provided in the document hereafter.
- B. **Purpose of Agreement.** The purpose of this agreement is to provide the terms for the Drug Court use of administration and office space in the Center. The City shall provide administration and office space consisting of a Director's Office, Supervisors' Office, Lobby, Restroom, and Storage approximately six hundred and thirty (630) square feet. The City shall provide office systems furnishings, chairs, utilities, housekeeping, facility and grounds maintenance, off-street parking and snow removal as part of the use.

- C. **Use of Center Facilities.** Use shall include Drug Court employee access to all common use areas of the Center. The Drug Court may use conference room space or community room space in the Center with proper reservations.
- D. **Telephones and Office Equipment.** The Drug Court will be responsible for providing all office equipment to include computers and telephones used by Drug Court employees.
- E. **Acquisition, Ownership and Disposal of Personal Property.** All personal property and fixtures acquired and used in furtherance of this agreement shall be owned by the entity which pays for said personal property or fixture. In the event the agreement is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place, whichever is mutually acceptable to the parties.

II. PAYMENTS

- A. **Payments.** Drug Court shall pay Grand Island two hundred dollars (\$200.00) per calendar month for use of space in the Center.
- B. **Quarterly Expense Statement and Requirements for Payment.** The use agreement shall begin October 1, 2010. Grand Island shall submit a request for payment to the Drug Court on a quarterly basis. Drug Court agrees to make payments to Grand Island on a quarterly basis with the first quarter beginning the first day of October. Payments shall be made by the Drug Board to the City within forty-five (45) days of the completion of any quarter.
- C. **Adjustments of Cost.** The City may adjust the cost of the use of the space on an annual basis not to exceed five percent (5%) of the previous year's monthly use cost. The City shall provide the Drug Board notice of the increase for the coming year on or before the first day of April. Any increase in monthly use cost shall become effective the first day of October.

III. TERMINATION

- A. **Notice of Termination.** The Drug Court or Grand Island may terminate this agreement with written notice delivered to the other party not less than one hundred eighty (180) days before the termination is to become effective.
- B. **Property Ownership.** There shall be no jointly held property acquired pursuant to this agreement. Any property in the facility shall be held by the acquiring party and shall belong to said party upon termination of this agreement.

IV. SEPARATE ENTITY

- A. **Separate Entity.** The parties agree that no separate entity is created by this Agreement.

V. ENTIRE AGREEMENT

- A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties relating to the use of the facility and may be amended only in writing, duly approved, adopted and executed by the respective parties.

VI. NOTICES

- A. Notices. All notices envisioned under the terms and conditions of this agreement shall be sent to the other party in writing in person or by first class, United States mail, postage prepaid, and addressed as follows:

City Of Grand Island
Chief of Police
111 Public Safety Drive
Grand Island, NE 68802

Central Nebraska Drug Court
Board Chairman
111 Public Safety Drive
Grand Island, NE 68802

Dated this _____ day of _____, 2010.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

APPROVED AS TO FORM AND CONTENT:

Dale M. Shotkoski, City Attorney

ATTEST:

HALL COUNTY, NEBRASKA, DRUG
COURT

By: 
Tim E. Hoeft, Chairman

R E S O L U T I O N 2010-223

WHEREAS, The City of Grand Island provides office space to the Central Nebraska Drug Court in the Law Enforcement Center at 111 Public Safety Drive, and

WHEREAS, It is beneficial for the City to enter into an Interlocal Agreement with the Central Nebraska Drug Court for the use of office space in the Law Enforcement Center, and

WHEREAS, It is beneficial for the Central Nebraska Drug Court to enter into an Interlocal Agreement with the City for the use of office space in the Law Enforcement Center, and

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 the Interlocal Agreement For Office Space Use by and between The Central Nebraska Drug Court and the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G8

**#2010-224 - Approving Acquisition of Utility Easement - Veterans
Athletic Complex - 2820 Broadwell Avenue - State of Nebraska**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-224

WHEREAS, a public utility easement is required by the City of Grand Island, from the State of Nebraska, Department of Administrative Services, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including electric lines, transformers; and water mains; and

WHEREAS, a public hearing was held on August 24, 2010 for the purpose of discussing the proposed acquisition of an easement located at the Veterans Athletic Complex, 2820 Broadwell Avenue in Hall County, Nebraska; and more particularly described as follows:

TRACT 1

Commencing at the northwest corner of the Northeast Quarter (NE1/4), Section Five (5), Township Eleven (11) North, Range Nine (9) West; thence southerly along the easterly line of the said Northeast Quarter (NE1/4) being an assumed bearing of S01°40'39"E, a distance of one thousand eight hundred nine and eighty five hundredths (1,809.85) feet; thence S88°29'25"W, a distance of one hundred twenty seven and seventy two hundredths (127.72) feet to a point on the westerly right-of-way line of Broadwell Avenue being the ACTUAL Point of Beginning; thence continuing S88°29'25"W, a distance of seven hundred sixty eight and forty one hundredths (768.41) feet; thence S00°14'15"W, a distance of fifty five and ninety hundredths (55.90) feet; thence S05°28'00"E, a distance of three hundred thirty and seventeen hundredths (330.17) feet. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

And, the centerline of Tract 2 being a twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows:

TRACT 2

Commencing at the northeast corner of the Northeast Quarter (NE1/4), Section Five (5), Township Eleven (11) North, Range Nine (9) West; thence southerly along the easterly line of the said Northeast Quarter (NE1/4) being an assumed bearing of S01°40'39"E, a distance of two thousand two hundred fourteen and fifty five hundredths (2,214.55) feet; thence S89°20'00"W, a distance of sixty four and fifty two hundredths (64.52) feet to a point on the westerly right-of-way line of Broadwell Avenue being the ACTUAL Point of Beginning; thence continuing S89°20'00"W, a distance of seven hundred thirty five and four hundredths (735.04) feet; thence N64°54'38"W, a distance of one hundred sixty six and forty two hundredths (166.42) feet. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way tracts containing a combined total of 0.944 acres, more or less, as shown on the plat dated 7/28/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

AIRPORT RD.

NORTHEAST CORNER
NE 1/4, SEC. 5, T11N, R9W
(ASSUMED)

1,809.85'
S 01°40'39" E
(ASSUMED)

127.72'
S 88°29'25" W

TRACT 1

768.41'
S 88°29'25" W

10'
10'
20'

POINT OF BEGINNING
TRACT 1

PART OF THE NE 1/4
SECTION 5, T-11-N, R-9-W

55.90'
S 00°14'15" W

20'
10'
10'

330.17'
S 05°28'00" E

166.42'
N 64°54'38" W

10'
20'
10'
10'
20'

BROADWELL AVENUE

EASTERLY LINE- NE 1/4
SEC. 5, T11N, R9W

WESTERLY R-O-W LINE
BROADWELL AVE.

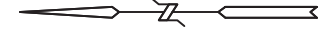
TRACT 2

735.04'
S 89°20'00" W

10'
10'
20'

POINT OF BEGINNING
TRACT 2

64.52'
S 89°20'00" W



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

LEGEND

INDICATES 20' WIDE
UTILITY EASEMENT- TRACT 1

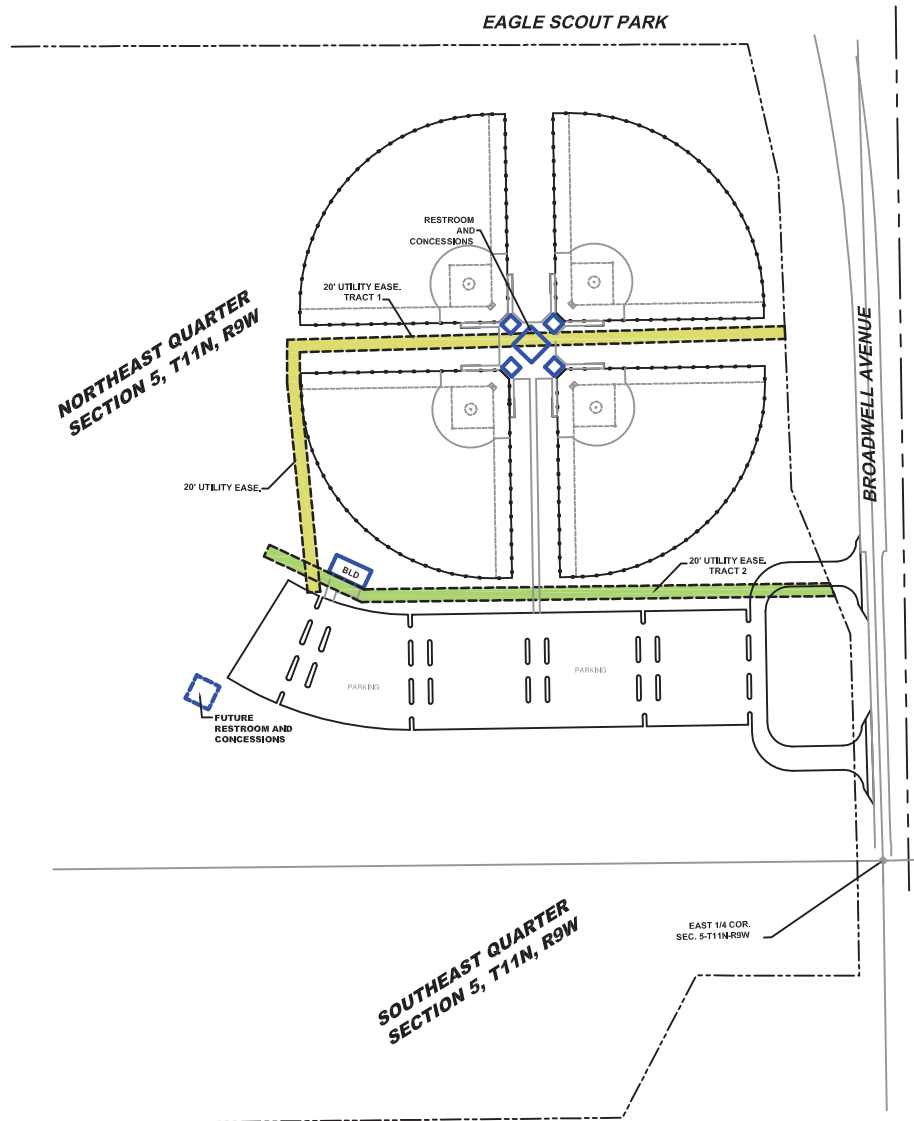


INDICATES 20' WIDE
UTILITY EASEMENT- TRACT 2



EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 7/28/2010	FILE: SEC 5.11.9



LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT- TRACT 1



INDICATES 20' WIDE
UTILITY EASEMENT- TRACT 2



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "B"

DRN BY: K.J.M.

SCALE: 1" = 300'

DATE: 8/11/2010

FILE: SEC5119



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G9

**#2010-225 - Approving Amendment #2 to Parkview Superfund
Remediation Access Agreement**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Steven Riehle, Public Works Director
Dale Shotkoski, City Attorney

Meeting: August 24, 2010

Subject: Amendment #2 to the Consent to Access for EPA
Environmental Response Action Agreement

Item #'s: G-9

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

Background

As a part of the EPA program for remediation of the Parkview Superfund site groundwater contamination, the City entered into an agreement with EPA to allow utilization of City Right-of-Way for the installation of several of the components of the remediation systems and the installation of groundwater monitoring wells that will be used to measure the effectiveness of the systems as they operate into the future.

Discussion

One of the primary remediation systems involves the use of injection wells to introduce neutralizing chemicals into the contaminated ground water aquifer. This injection-neutralization process is being used in the most highly contaminated area, generally in the west and central areas of the contamination plume. The neutralization remediation has begun and EPA wishes to install additional monitoring wells down gradient from the series of injection wells located along North Road. Please see the attached request from EPA with a map of the currently installed remediation system wells. The map also shows the four proposed new monitoring well locations. Monitoring at each location consists of a three well cluster. Each of the three wells is placed at a different depth (shallow, medium and deep) so that the plume shape can be monitored in three dimensions. The four proposed new locations are two monitoring well clusters on Mary Lane and two on Hampton.

It is proposed that the original agreement with EPA be amended to allow the additional monitoring wells to be installed. The agreement has been modified once before, to allow

additional monitoring well installation at the leading edge of the contamination plume just east of the Parkview area. Attached is proposed Amendment #2 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION (“AGREEMENT”) and a copy of the original agreement.

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 Amendment #2 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION (“AGREEMENT”).

Sample Motion

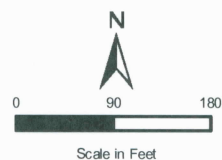
Move to approve Amendment #2 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION (“AGREEMENT”).



Legend

- Proposed Monitoring Well
- Existing Monitoring Well
- Series A Injection Point
- Series B Injection Point
- Approximate Intermediate Zone PCE Contour
- Approximate Intermediate Zone 1,1-DCE Contour
- Approximate Intermediate Zone 1,4-Dioxane Contour
- Approximate Intermediate Zone 1,1-DCA Contour
- Approximate Intermediate Zone 1,1,1-TCA Contour

Contaminant data June 2009



Parkview Well Site OU2
Grand Island, Nebraska

Figure A1-3
Treatment Area 3 Revision 1 - North Road S
Proposed Well Locations

BLACK & VEATCH
building a world of difference™

ENERGY WATER INFORMATION GOVERNMENT

Date: 07/15/10 Created By: Kyle Gallagher Project No.: 064738

*Original to
Alise Stog
7-15-09
[Signature]*

**CONSENT TO ACCESS FOR EPA
ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT")**

RIGHT of ENTRY

The City of Grand Island, Nebraska ("Grantor"), pursuant to the terms of this Agreement, hereby knowingly consents to and permits the United States Environmental Protection Agency ("EPA") and its employees, authorized representatives, agents and contractors to enter upon and perform environmental response actions upon certain properties owned by the City as generally set forth in Attachment A ("Property"). The Property that is the subject of this Agreement are within the Parkview Well Superfund Site ("Site") located in Grand Island, Hall County, Nebraska. Grantor understands that this grant of consent does not limit EPA's right of access under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, or any other law.

PURPOSE OF ACCESS

Pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R Part 300, EPA has requested that Grantor allow EPA and its employees and representatives access to the Property for the purpose of investigating and/or responding to a release of hazardous substances, pollutants and/or contaminants at and from the Site.

ENVIRONMENTAL RESPONSE ACTIONS TO BE TAKEN

The planned environmental response actions to be taken at the Property include, but are not limited to, the following:

- Perform geoprobe sampling involving the installation of temporary boreholes into the subsurface to allow collection of environmental samples;
- Install new groundwater monitoring wells, and monitor and maintain new and existing monitoring wells, including the periodic collection of groundwater samples from those wells (generally depicted on Drawings C-16, C-19, and Figures 3-2, and 3-3);
- Perform chemical oxidation injections to subsurface areas using geoprobe equipment along North Road South (generally depicted on Figure 3-2). Injections to be performed using temporary boreholes that will be grouted after completion.
- Construct, operate and maintain one groundwater extraction well (EX-10) and associated well house, piping to convey contaminated groundwater to groundwater treatment plant, pipeline provision in anticipation of future City water main expansion, protective barricade around well house, and associated electrical lines (generally depicted on Drawings A-8, C-2, C-6 through C-10, and E-4).

- Construct, operate and maintain groundwater treatment plant and associated discharge piping and discharge control features, including necessary connection to the City's storm sewer inlet (generally depicted on Drawings A-4 through A-6, C-3 through C-5, and C-15).
- General access for vehicles and support equipment to perform the activities identified above.

TERM OF AGREEMENT

This Consent to Access will be effective on the date signed by EPA, and will extend until the completion of all environmental response actions at the Site.

AGREEMENT NOT TO INTERFERE

Grantor agrees not to interfere with any of the activities undertaken by EPA at the Property, tamper with any property that EPA may bring on to or add to the Site, which includes the Property, or take any actions regarding the use of the Property which may endanger human or welfare or the environment, or allow others to use the Property in such manner during the term of this Consent. Grantor agrees to provide notice and a copy of this agreement to prospective purchasers, lessee, assigns, or grantees of the Property or any portion of it. Grantor agrees to provide 30 day notice to EPA prior to any transfer of ownership rights to the Property.

Grantor agrees to notify EPA of any existing easement or license granted with respect to the Property prior to the date of the Agreement. EPA agrees not to interfere with said easement or license without the consent of the party who granted the easement or license.

RESTORATION OF PROPERTY. Upon the completion of the activities authorized by this Consent to Access, EPA agrees that reasonable measures will be taken to leave the Property in a condition reasonably similar to the condition the Property was in immediately prior to entry.

LIMITATION OF LIABILITY. EPA shall be liable for damages to the Property or injuries to persons which result from or are caused by the activities on the Property only to the extent provided under the Federal Tort Claims Act, and the Federal Employees Compensation Act (28 U.S.C. Section 2671, et seq., 5 U.S.C. Section 8101, et seq., and 31 U.S.C. Section 3701, et seq.). Nothing in this Agreement shall be construed to transfer title of any Property interest at the Site from Grantor to EPA. In addition, nothing in this Agreement is intended nor shall it be construed to absolve Grantor of any claims or rights that EPA or any other governmental entity may have against Grantor with respect to the Site.

The undersigned Grantor has read this Agreement and understands that it grants permission to the EPA, its employees, authorized representatives, agents and contractors to enter the above-described Property and perform certain activities for purposes of conducting the aforementioned environmental response actions and agrees to its terms and conditions. The undersigned Grantor certifies that he or she is fully authorized to enter into this Agreement, and legally bind Grantor to all terms and conditions of this Agreement.

GRANTOR:

Margaret Hornady
SIGNATURE

7-14-09
DATE

Margaret Hornady
NAME (type or print)

Mayor
TITLE (type or print)

✓

Bradley W. Vann
SIGNATURE

7/2/09
DATE

Bradley W. Vann
NAME (type or print)

Remedial Project Manager
TITLE (type or print)

RESOLUTION 2010-225

WHEREAS, on July 14, 2009 the City entered into an agreement with EPA to allow utilization of City Right-of-Way for the installation of several of the components of the remediation systems and the installation groundwater monitoring wells to be used to measure the effectiveness of the remediation systems associated with the Parkview Superfund Site; and

WHEREAS, EPA has initiated operation of remediation systems; and

WHEREAS, EPA wishes to install additional groundwater monitoring wells in the City Right-of-Way in the area down gradient of the chemical neutralization wells installed along South North Road in order to observe chemical injection results; and

WHEREAS, Amendment #2 to original CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT") is recommended to allow the additional monitoring wells.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #2 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT"), is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G10

#2010-226 - Approving Midwest Reliability Organization Non-Disclosure Agreement

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: August 24, 2010

Subject: Midwest Reliability Organization Non-Disclosure Agreement

Item #'s: G-10

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

Background

The Electric Department maintains a 115,000 volt transmission loop that provides reliable power to the substations connected to it. In addition, several transmission connections with the regional grid are established from various locations around the loop. In an effort to maintain the reliability of the national electric grid, the nation is divided up into several regions. Each utility that resides within a particular region is required to comply with federal regulations and submit proof of compliance to its regional reliability organization. Nebraska currently resides within the Midwest Reliability Organization (MRO) footprint. MRO covers all or part of nine states and two Canadian provinces. One of the tools used to maintain reliability is a large, detailed computer model of the regional electric transmission grid. Each utility within the MRO footprint shares data that is ultimately used to model the entire region. The model is used to determine the impact of various changes and improvements to the transmission system to assure that continued reliable service and redundancy are maintained. Nebraska Public Power District (NPPD) currently integrates Grand Island's modeling information in with its own to be submitted to the MRO. However, Grand Island has access to information across the region since outside changes can impact Grand Island's system.

Discussion

In a post-911 world, security of sensitive documentation becomes increasingly more important. Utilities within the MRO share sensitive information with other utilities for transmission planning and modeling purposes. In an effort to maintain the security of this information, MRO is requiring a Non-Disclosure Agreement to be signed by all participating utilities.

Alternatives

It appears that the Council that 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 the Midwest Reliability Organization Non-Disclosure Agreement be approved and signed to allow continued involvement with MRO and related transmission planning efforts.

Sample Motion

Move to approve the Midwest Reliability Organization Non-Disclosure Agreement to continue involvement with the MRO.

Midwest Reliability Organization
NON-DISCLOSURE AGREEMENT

Midwest Reliability Organization (MRO) plans to make available certain information to your company (Recipient) related to MRO models and data. Prior to receiving this information, MRO requires that Recipient execute this Non-Disclosure Agreement (Agreement).

For the purposes of this Agreement only, “employees” include third parties retained for professional advice (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) temporary administrative, clerical or programming support. “Need to know” means that the employee requires the Confidential Material in order to perform his or her responsibilities in connection with Recipient transacting business with MRO or its Members.

By executing this Agreement, Recipient is affirming that all information designated by MRO or its vendor(s) as “confidential”, “proprietary”, “CEII” or other such designation as indicates protection of the material (Confidential Material), will be maintained in the strictest confidence and will not be disclosed to any person or entity other than its officers, directors and employees, consultants or its affiliates and their respective officers, directors, and employees who have a need to know, who have been advised of the confidentiality of the material, and who have agreed to be bound by the terms of this Agreement. Recipient acknowledges that Confidential Material may include Critical Energy Infrastructure Information (CEII). Pursuant to Commission Order on Rehearing (Issued June 17, 2008), 123 FERC ¶ 61,276, Critical Energy Infrastructure Information (CEII) is defined as “specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission, or distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; and (3) does not simply give the general location of the critical infrastructure.”

Recipient shall take necessary precautions to prevent disclosure of the Confidential Material to the public or any third party. Recipient agrees that the Confidential Material will not be copied or furnished to other parties. Recipient will safeguard the Confidential Material with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information.

The obligation with respect to handling and using Confidential Material set forth in this Agreement is not applicable to information which:

- a. Is in the public domain at the time of its disclosure to Recipient, or thereafter enters the public domain through no breach of this Agreement by Recipient;
- b. Is known by Recipient at the time of disclosure by MRO;

- c. Is independently developed by Recipient or by a person or persons who have not had access to the Confidential Material received by Recipient from MRO;
- d. Is available to Recipient or others by inspection or analysis or related products available in the open market place;
- e. Is made available by MRO to anyone without similar restrictions by disclosing of such Confidential Material;
- f. Is known to Recipient from a source other than MRO;
- g. Is approved for release by written authorization of a representative of MRO;
- h. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- i. Is disclosed in response to a valid order of a court or other governmental body of the United States or any of its political subdivisions, but only to the extent of and for the purposes of such order; provided, however, that Recipient will first notify MRO of the order and permit MRO to seek an appropriate protective order.

Confidential Material will be deemed the property of MRO or its vendor(s). Recipient will, within ten (10) days of a written request by MRO or its vendor(s), return all Confidential Material to MRO or, if so directed, destroy all such Confidential Material. Recipient will also, within ten (10) days of a written request by MRO or its vendor(s), certify in writing that it has satisfied the obligations of such a request.

No other obligation of any kind is assumed by or implied against any party except for those stated herein by the receipt of such Confidential Material, nor shall such receipt constitute a waiver of any rights any party may have with respect to similar material.

No manufacturing or software license under any patents or copyrights of any party is granted by this Agreement or by any disclosure of Confidential Material.

The parties agree that an impending or existing violation of any provision of this Agreement would cause MRO or its vendor(s) irreparable injury for which there would be no adequate remedy at law, and that MRO or its vendor(s) will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the

right to use such information in accordance with this Agreement. No warranties of any kind are given for the Confidential Material disclosed under this Agreement.

This Agreement may not be assigned by Recipient without the prior written consent of MRO. Any assignment in violation of this provision will be void. This Agreement will be binding upon the parties and their respective successors and assigns.

If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the party's intent in agreeing to this original provision. The remaining provisions of this Agreement will continue in full force and affect.

Recipient warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder.

ACKNOWLEDGED AND AGREED:

Company: _____

By: _____

Name: _____

Title: _____

RESOLUTION 2010-226

WHEREAS, in an effort to maintain the reliability of the national electric grid, the nation is divided up into several regions; and

WHEREAS, each utility that resides within a particular region is required to comply with federal regulations and submit proof of compliance to its regional reliability organization; and

WHEREAS, Nebraska currently resides within the Midwest Reliability Organization (MRO); and

WHEREAS, each utility within the MRO shares data that is ultimately used to model the entire region, and the model is used to determine the impact of various changes and improvements to the transmission system to assure that continued reliable service and redundancy are maintained; and

WHEREAS, Grand Island has access to information across the region since outside changes can impact Grand Island's system; and

WHEREAS in an effort to maintain the security of this information, MRO is requiring a Non-Disclosure Agreement to be signed by all participating utilities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the Mayor is hereby authorized, on behalf of the City, to execute the Midwest Reliability Organization Non-Disclosure Agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G11

**#2010-227 - Approving Nebraska Department of Health and
Human Services Agreement for a Child Well-Being Supplemental
Grant**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: August 24, 2010

Subject: Approve Mini-Grant Supplemental Agreement with the Nebraska Department of Health and Human Services

Item #'s: G-11

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The Nebraska Children and Families Foundation (NCFF) and the Nebraska Department of Health and Human Services (DHHS), on behalf of the Nebraska Child Abuse Prevention Fund Board, has offered the City of Grand Island a \$5,000 supplemental mini-grant to support Coalition for Children strategic planning for Child Well-being initiatives.

Discussion

The Nebraska Child Abuse Prevention Fund Board is committed to improving the quality of life for children and families in the state and is investing funds in Grand Island to offset costs associated with strategic planning, data collection, administrative assistant salary and grant management services. With acceptance of the offer, a mini-grant of \$5,000 will be awarded to the City. No matching funds are required.

The City will act as fiscal agent. The Coalition for Children in collaboration with Community Development will carry out the grant terms and assurances as outlined in the grant agreement.

Alternatives

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

1. Approve the grant agreement
2. Refer the issue to a Committee
3. Postpone the issue to future date

Recommendation

City administration recommends that Council approve the mini-grant agreement.

Sample Motion

Move to approve the mini-grant agreement with the Nebraska Department of Health and Human Services and authorize the Mayor to sign all related documents.

RESOLUTION 2010-227

WHEREAS, the Nebraska Children and Families Foundation and the Nebraska Department of Health and Human Services (DHHS), on behalf of the Nebraska Child Abuse Prevention Fund Board, has offered the City of Grand Island a supplemental mini-grant; and

WHEREAS, the mini-grant of \$5,000 will be used to support the Child Well-being initiative and related costs; and

WHEREAS, the Coalition for Children will work with Community Development to carry out the grant terms and assurances as outlined in the grant agreement; and

WHEREAS, the City of Grand Island will serve as fiscal agent for the mini-grant; and

WHEREAS, an agreement letter has been received by the City and must be signed by the Mayor to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement for the Nebraska Department of Health and Human Services is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
August 19, 2010	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G12

**#2010-228 - Approving Storm Water Management Plan Program
Grant Application**

Staff Contact: Steve Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 24, 2010

Subject: Approving Storm Water Management Plan Program Grant Application

Item #'s: G-12

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

Background

In 2005, the EPA expanded the "pollutant discharge" portion of the Clean Water Act of 1977 to include storm water runoff from all Nebraska communities with a population over 10,000. Subsequently, the City of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community in 2005. The City was issued a storm water permit for the time period of July 1, 2005 through December 31, 2010 by the Nebraska Department of Environmental Quality that includes a Storm Water Management Plan.

As a result of the passage of LB1226 in the 2006 Nebraska Legislative Session, \$2.5 million in funding was allocated for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs). The funding for the program has continued for the State of Nebraska fiscal year that begins in July 2010.

Grant awards will be distributed to applicants according to population size. The Public Works Department is working with Community Development in preparation of the attached grant application to the Department of Environmental Quality for these funds.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$282,463.00 to date.

The past grant funds have been used for activities such as educating the public, developers/contractors of the requirements of the permit; storm sewer stenciling; dry weather inspections; mapping of the storm sewer system; and implementing BMPs at City owned facilities. Additionally, the grant funds have purchased a vehicle and various water sampling equipment.

The funds from this grant will be used for additional mapping of the storm sewer system, finalizing and implementing the construction (erosion/sediment control) program, wet weather sampling and supporting education efforts through various media forms.

Discussion

The Storm Water Management Plan Program grant application is due Friday, September 3, 2010. A 20% match for the project is required and will be provided by the Public Works Department through salaries. Grant work under this program must be completed by June 30, 2012.

The City is eligible for no less than \$88,659.00, but no more than \$464,999.00. Grant awards will be distributed to applicants according to population size. If all eligible non-metropolitan communities across the state apply, the City will receive \$88,659.00.

The City has seven (7) Minimum Control Measures (MCM's) that are identified in the storm water permit. Each MCM has a number of Best Management Practices (BMP's) that are used to carry out the MCM's. An example BMP is marking curb inlets that remind the public not to dump into the inlet because it drains to a stream or river.

Grant activities are restricted to the Best Management Practices (BMP's) and seven Minimum Control Measures (MCM's) identified in the City storm water permit. The seven MCM's are:

- 1) Education and Outreach
- 2) Public Involvement/Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Storm Water Runoff Control
- 5) Post-Construction Storm Water Management in new development and redevelopment
- 6) Pollution Prevention good housekeeping for municipal operations
- 7) Wet Weather Monitoring

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 submission of the storm water grant application and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve submission of the storm water grant application and authorize the Mayor to sign all related documents.

STORM WATER MANAGEMENT PLAN PROGRAM GRANT APPLICATION

From the City of Grand Island (Sponsor)
Regarding Implementation of the
Storm Water Management Plan for Permit NER300010

Submittal of this application constitutes a request for grant funding from the Storm Water Management Plan Program. Requirements of this grant are as follows:

- The Sponsor must provide at least a 20% cash match for any funds received
- This cash match and the grant award must be kept together in an account separate from any other funds
- These funds must be used only for implementation of the SWMP in permit #NER300010
- These funds may not be used for normal operations and maintenance or flood control
- Additional activities may be funded upon amending the SWMP, with NDEQ approval, and by amending the workplan attached with the Intergovernmental Agreement.
- The project duration must not go beyond June 30, 2012
- The Sponsor must provide an annual report at the end of each state fiscal year

To request these forms electronically, call or e-mail Mary Schroer at 402-471-6988 or mary.schroer@nebraska.gov

PART 1 – CONTACT INFORMATION

PROJECT MANAGER INFORMATION – PLEASE PRINT OR TYPE

PROJECT MANAGER NAME Scott Sekutera	TITLE Storm Water Technician	
STREET ADDRESS PO Box 1968	E-MAIL ADDRESS ssekutera@grand-island.com	
CITY / STATE / ZIP CODE Grand Island, NE 68802-1968	PHONE NUMBER (308) 385-5440 ext 270	
MAXIMUM AWARD AMOUNT REQUESTED \$464,999.00	PROJECT END DATE 6-30-2012	
COGNIZANT OFFICIAL SIGNATURE		DATE

PART 2 – WORKPLAN, ACTIVITY ELEMENTS, & TIMELINE

Indicate the Activity Elements intended to be funded, the approximate percentage amount of the total project cost that will be spent for each Activity Element, and the corresponding Minimum Control Measure of a Storm Water Management Plan (SWMP); Public Education and Outreach, Public Participation/Involvement, Illicit Discharge Detection and Elimination, Construction Site Runoff Control, Post-Construction Runoff Control, Pollution Prevention/Good Housekeeping or, Wet Weather Monitoring.

Activities funded by this grant may be categorized under any combination of Minimum Control Measures, but anything funded MUST:

1. be described in the approved SWMP,
2. not be related to normal operation and maintenance activities or flood control, AND
3. be categorized under one of the six Minimum Control Measures or as wet weather monitoring.

Refer to your approved Storm Water Management Plan by Section and Subsection with a brief summary of the proposed Activity Element for each description.

The **annual report** will detail the activities funded and progress made each year as of June 30th (the end of the state fiscal year) and will be due no later than July 31st for the duration of the project.

	Minimum Control Measure	Section/Subsection and Activity Element Description from Approved SWMP	Cost (percentage of grant)	Expected Completion Date
1	Education and Outreach	1.1 Develop and Distribute Educational material on stormwater related issues in various media forms.	10%	06/29/2012
2	Public Involvement/Participation	2.3 Continue storm sewer stenciling program.	5%	06/29/2012
3	Illicit Discharge Detection and Elimination	3.2 Perform dry weather inspections of stormwater outfalls.	5%	06/29/2012
4	Illicit Discharge Detection and Elimination	3.3 Continue Mapping of stormwater sewer system.	25%	06/29/2012
5	Construction Site Stormwater Runoff Control	4.3 Educate contractors and the development community.	15%	06/29/2012
6	Construction Site Stormwater Runoff	4.4 Develop Design Standards for Stormwater Runoff control measures	15%	06/29/2012

RETURN COMPLETED APPLICATION POSTMARKED NO LATER THAN FRIDAY, SEPTEMBER 3rd TO:
Mary Schroer, Nebraska Department of Environmental Quality, PO Box 98922, Lincoln, Nebraska, 68509

	Control			
7	Post Construction Stormwater Management in New Development and Redevelopment	5.2 Develop BMP Inspection and plan Review Standard Operating procedure.	10%	06/29/2012
8	Pollution Prevention/Good Housekeeping for Municipal Operations	6.3 Evaluate municipal operations	10%	06/29/2012
9	Wet Weather Monitoring	7.2 BMP Assessment Monitoring	5%	06/29/2012

RETURN COMPLETED APPLICATION POSTMARKED NO LATER THAN FRIDAY, SEPTEMBER 3rd TO:
Mary Schroer, Nebraska Department of Environmental Quality, PO Box 98922, Lincoln, Nebraska, 68509

RESOLUTION 2010-228

WHEREAS, in 2005, the Environmental Protection Agency expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from Nebraska communities with a population over 10,000; and

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was issued a storm water permit from the Nebraska Department of Environmental Quality; and

WHEREAS, the City Of Grand Island has developed a Storm Water Management Plan (SWMP) in conformance with the storm water permit; and

WHEREAS, the State of Nebraska allocated \$2,500,000.00 in funding for metropolitan cities and counties and ten non-metropolitan cities with Storm Water permits; and

WHEREAS, the City Of Grand Island, Nebraska is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) and is entitled to a minimum of \$88,659.00 and no more than \$464,999.00 from the State of Nebraska; and

WHEREAS, the City is requesting \$464,999.00 with the required twenty percent (20%) match for the project provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality is taking applications until September 3, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to apply for funding from the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Program Grant.

BE IT FURTHER RESOLVED that 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 purposes.

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G13

#2010-229 - Approving Change Order Number 2 for Primary Clarifier Mechanism Replacement Project at the Wastewater Treatment Plant

Staff Contact: Steve Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 24, 2010

Subject: Approving Change Order Number 2 for Primary Clarifier Mechanism Replacement Project at the Wastewater Treatment Plant

Item #'s: G-13

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

Background

The Wastewater Division of the Public Works Department on November 9, 2009 presented by resolution number 2009-293, to the City Council of Grand Island for approval, an agreement with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa in the amount of \$602,400.00 for construction project WWTP-2010-2 Primary Mechanism Replacement at the Wastewater Treatment Facility.

On January 12, 2010, by resolution number 2010-14 the Grand Island City Council approved Addendum Number 1 in the amount of \$290.00 for furnishing property insurance for the project. On May 11, 2010, by resolution number 2010-126 the Grand Island City Council approved Change Order Number 1 in the amount of \$17,515.00 for additional concrete repairs to the primary clarifier effluent boxes and troughs.

Discussion

This grit basin system removes grit before it enters the primary clarifiers. There is a building above the grit basins where the environment is hard on the almost 50 year old concrete. When dewatering the grit chambers, it was discovered that the concrete had degraded to the point that the structural integrity of the building above the chambers could be jeopardized. Both grit chambers are in need of repair. Change Order Number 2 covers additional repairs for the overhang associated with the grit basin system.

Alternatives

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

1. Move to approve a resolution authorizing the Mayor to execute Change Order Number 2 with Oakview Construction, Inc. of Red Oak, Iowa.
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 and the engineering firm Black & Veatch recommend that the Council pass a Resolution approving Change Order Number 2 to Oakview Construction, Inc. of Red Oak, Iowa on the primary clarifier mechanism replacement project.

Sample Motion

Move to approve Change Order Number 2 for the Primary Clarifier Mechanism Replacement project.

CITY OF GRAND ISLAND, NEBRASKA
WASTEWATER TREATMENT PLANT
PRIMARY CLARIFIER MECHANISM REPLACEMENT PROJECT

CITY PROJECT WWTP-2010-2

BLACK & VEATCH PROJECT NO.165278

CHANGE ORDER NO. 2

Change Order No. 2 covers additional concrete repair needed for the underside of the deck of the grit chamber basins, which resulted in an increase in material and consequentially an increase in price. With the lowering of the water levels in the grit chambers, it was determined that the underside of the concrete deck that covers the grit chambers had degraded to the point that repair was needed to maintain that integrity. This repair is needed for both grit chambers associated with primary clarifiers No. 1 and No. 2. This will result in a quantity increase in material and additional work that was not covered under the original contract. The summary of the work to be performed and the total price for both grit chambers is included below.

Grit Chamber Repairs

When the grit chamber water level was decreased to divert the flow to the other primary clarifier for the project, an inspection of this chamber was performed. This inspection showed that the concrete on the deck that overhangs the chambers is in need of repair due to the exposure of this deck to hydrogen sulfide. There is significant spalling of concrete that has taken place and has exposed the aggregate, thereby furthering potential corrosion. This work was not a part of the original contract and should be completed under this contract. The price for the work in Change Order #2 was reached using the same unit prices as Change Order #1.

CITY OF GRAND ISLAND, NEBRAKA
WASTEWATER TREATMENT PLANT
PRIMARY CLARIFIER MECHANISM REPLACEMENT PROJECT

CITY PROJECT WWTP-2010-2
BLACK & VEATCH PROJECT NO.165278
SUMMARY
CHANGE ORDER NO. 2

The Contract Price shall change as follows as a result of the additional work to be done as described below.

- Mask and protect adjacent surfaces
- Sandblast concrete to a sound surface
- Cleanup sand for City to remove
- Patch spalling in concrete with Tnemec Series 217 patch
- Patch remainder with Tnemec Series 218 Patch (mortar clad)
- Apply one (1) coat of Tnemec 434 @ 1/16" thick
- Apply 40 mils. Of Tnemec 435 perma glaze

ORIGINAL CONTRACT PRICE	\$602,400.00
ADDENDUM #1	\$290.00
CHANGE ORDER #1	\$17,515.00
CHANGE ORDER #2	\$16,112.00
REVISED CONTRACT PRICE	\$636,317.00

There is no change in the contract time as a result of this change order.

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 2.

All other provisions of the contract remain unchanged.

Recommended:
Black & Veatch Corporation

Approved:
City of Grand Island

By: _____
Project Manager

By: _____
Mayor

Date: _____

Date: _____

Approved:
Oakview Construction, Inc.

Attest:
City of Grand Island

By: _____

By: _____

Date: _____

Date: _____

RESOLUTION 2010-229

WHEREAS, on November 9, 2009, by Resolution Number 2009-293, the City Council of Grand Island approved a \$602,400.00 contract with Oakview Construction, Inc. of Red Oak, Iowa for Project WWTP-2010-2 Primary Clarifier Mechanism Replacement at the City of Grand Island Waste Water Treatment Plant; and

WHEREAS, by Resolution Number 2010-14 on January 12, 2010, the City Council of Grand Island approved Addendum Number 1 with Oakview Construction, Inc. in the amount of \$290.00 for furnishing property insurance for the project; and

WHEREAS, by Resolution Number 2010-126 on May 11, 2010, the City Council of Grand Island approved Change Order Number 1 for the amount of \$17,515.00 for additional concrete repairs to the effluent boxes and troughs for the primary clarifiers; and

WHEREAS, change Order Number 2 for additional concrete repairs to the grit basin chambers, is for the amount of \$ 16,112.00; and

WHEREAS, with the inclusion of the above modifications to the contract the revised contract price is \$636,317.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order Number 2 with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa, in the amount of \$16,112.00 for Project WWTP-2010-2 Primary Clarifier Mechanism Replacement is hereby approved

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

Adopted by the City Council of the City of Grand Island, Nebraska, on August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item G14

#2010-230 - Approving Amendment Number 1 to Agreement for Consulting Engineering Services on the Aeration Basin Project at the WWTP

Staff Contact: Steve Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 24, 2010

Subject: Approving Amendment Number 1 to Agreement for Consulting Engineering Services on the Aeration Basin Project at the WWTP

Item #'s: G-14

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

Background

There are 4 basins for a total of 10.8 million gallons of aeration capacity located towards the eastern edge of the plant. The aeration basins at the Wastewater Treatment Plant are part of the secondary biological treatment process. The aeration basins use bacteria in the activated sludge process to remove organic material and solids, and perform biological nutrient removal to lower ammonia & nitrogen levels in the plant effluent. Blowers supply the air to the process that provides the oxygen to the bacteria. Diffusers are used in the aeration basin to efficiently transfer the oxygen from the air, to the wastewater, and then to the bacteria. The schedule for the aeration basin improvement project is based on the Nebraska Department of Environmental Quality (NDEQ) discharge permit requirements for both the City and JBS and the need to replace aging blowers and diffusers that have reached the end of their useful life.

The Request For Proposals (RFP) for consulting engineering services on the aeration basin project included a proposed scope of services and fees for design engineering as well as for services during construction. The intent was to enter into an initial agreement for design services with an amendment for construction phase services upon completion of the design. The scope of services during construction was to be estimated at proposal time (\$398,000.00) and negotiated after design is complete when the scope, size and complexity of the aeration basin improvement project are finalized.

The initial agreement with consulting engineering firm Black & Veatch was approved on October 13, 2009 by the city council to perform professional engineering services related to the aeration basin improvement project. The initial agreement provided for a scope of services that would take the project from preliminary design through the bidding process with work performed at actual costs with a maximum of \$384,000.00.

JBS is moving forward with construction of additional industrial pre-treatment facilities. This decision was made following Black & Veatch's delivery of the 50% complete drawings and specifications, requiring reevaluation of the process design, changes to the schematic design, and rework of final design that had already been completed. The proposed JBS facilities also changed the focus of the Wastewater Comprehensive Plan away from anaerobic digesters to a focus on projects like the aeration basin improvements, bar screens, and the north sanitary sewer interceptor on the collection system.

The design on the aeration basin project is almost complete and additional consulting services are required to complete and bid the design package and perform services during construction.

Discussion

City staff has met with the consultant a number of times to negotiate the details of the design package and the scope of services needed to complete the project and meet deadlines. The negotiated scope includes:

Project Administration

- Progress Reporting
- Trend Management

Supplemental Schematic Design

- Process Design
- Mechanical Design
- Instrumentation and Controls Design
- Electrical Design
- Opinion of Costs
- Revise Design Memorandum

Supplemental Final Contract Documents

- Redesign Plans and Specifications for Mixers
- Revise Contract Documents for Evaluated Bids

Supplemental Bid Phase Services

- Blower Evaluation

Construction Phase Services

- Project Administration
- Preconstruction Conference
- Revision based on blower selection
- Shop Drawing Review
- Operation and Maintenance Manual
- General Construction Phase Services
- Configuration Services
- Project Completion Documents
- Record Drawings
- Standard Operating Procedures Manual

Process Commissioning Services
Resident Services During Construction
Site Observation and Liaison with City
Outside Liaison
Meetings, Reports and Document Review
Assistance in Certification of Substantial Completion

Task 1 - Schematic Design Phase

The reduced loading from JBS will require revisions and resubmittal of the Design Memorandum to NDEQ. It will also allow the size of the blowers for the aeration basin project to be decreased. The reduced size of the blowers allows for the addition of mixers to the aeration basin project within the original budget. The mixers will help control oxygen concentrations in the basins, optimize nitrate removal, and lower total nitrogen in the discharge. While there are currently no discharge limits for nitrates, the discharge from the plant has historically averaged 10 to 12 parts per million (ppm) and is now averaging just over 30 ppm. This is a result of changes in the JBS loading to the plant that has occurred over the past six months. Adding the mixers to the aeration basin project will save considerable cost over adding the mixers as a future and separate project. Adding the mixers now will also help reduce the nitrate level in the plant discharge now, instead of in the future.

The increase in estimated cost for revisions to the Design Memorandum and the additional design work for smaller blowers and adding the mixers is \$34,300.00.

Task 4 - Final Contract Documents and Design

The bid specifications will be revised to allow for smaller blowers and the addition of mixers.

The contract documents must be modified to provide for guidelines under which alternative blowers could be specified. The estimated cost for the blowers as part of the bid package is well over \$0.5 million dollars. The original design for the project was based on a Turblex blower. The bid specifications will be changed to allow bids for an alternative blowers manufactured by Howden. The allowance for alternatives will open the project to more competition between blower manufacturers.

The increase in estimated cost for the additional contract document work is \$66,900.00.

Task 5 - Bidding Phase Services

Bidding documents will be set up to allow for an evaluated bid of blower manufacturers considering costs, efficiency, experience, and support services. For this reasons the level of effort to evaluate the bids was increased.

The increase in estimated cost for the additional evaluation work is \$8,870.00.

Task 6 & 7 – Construction Phase Services and Resident Inspection Services

The original proposal included \$398,000 for the services. The negotiated agreement for the work is \$500,930.00 at an increase of \$102,930.00 from the original proposal. The bulk of the increase (\$93,905.00) is due to changes in the scope of the project related to:

1. Instrumentation & control work being performed by the Engineer instead of the Contractor at an estimated cost of \$25,920.
2. Work related to alternative blower selection for foundation design, discharge piping, silencer modifications, piping supports and HVAC at an estimated cost of \$38,278.00.
3. The city requested that the engineer provide a standard operating procedures manual for the system at an estimated cost of \$24,478.00.
4. The city also requested that the engineer provide services for commissioning the newly installed blowers to avoid warranty and operational problems during and after start-up at an estimated cost of \$5,229.00

Copies of amendment number 1 as well as attachments A, B & C are attached to this memo for reference. The agreement provides for work to be performed at actual costs with a maximum of \$611,000.00 for an amended total agreement of \$995,000. The project remains under the total budget with the reduction in blower size, allowance for alternative blowers, addition of mixers, and increase in the engineering services agreement.

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 - Public Works Administration recommends against the option of taking no action. If the project is delayed, the construction and delivery time table for the blowers will negatively impact the City's ability to work with JBS to meet the NDEQ's October 2011 permit schedule.

Recommendation

City Administration recommends that the Council approve Amendment Number 1 to the professional services agreement with Black & Veatch for the consulting engineering services on the Aeration Basin project.

Sample Motion

Move to approve Amendment Number 1 with Black & Veatch.

**AMENDMENT NO. 1
TO
AGREEMENT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF GRAND ISLAND, NEBRASKA
AND BLACK & VEATCH CORPORATION**

THIS AMENDMENT NO. 1 modifies the Agreement between the City of Grand Island , Nebraska (OWNER) and Black & Veatch Corporation (ENGINEER) dated November 30, 2009 (Agreement).

WHEREAS, the Agreement authorized ENGINEER to provide engineering services in connection with the Aeration Basin Improvements at the OWNER's Wastewater Treatment Facility; and,

WHEREAS, OWNER wishes to authorize ENGINEER to perform additional services and extend the duration of the project, as provided in ATTACHMENT A of AMENDMENT NO. 1;

WHEREAS, OWNER and ENGINEER agree that such changes to scope of services and project schedule will result in a net increase in the maximum not to exceed cost to the OWNER, as provided in ATTACHMENT B of AMENDMENT NO. 1;

NOW THEREFORE, the terms and conditions of the Agreement are as modified as specifically set forth herein. All other provisions of the Agreement, to the extent not inconsistent with this Amendment, remain in full force and effect.

EFFECTIVE DATE

The effective date of this Amendment No. 1 shall be _____, 2010.

MODIFICATIONS

1. Amendment No. 1 Attachment "A", Scope of Services shall supplement Attachment "A" in the original agreement.
2. Replace Attachment "B", Compensation with Amendment No. 1 Attachment "B", Compensation of Hourly Billing Rates.
3. Replace Attachment "C", Schedule of Hourly Billing Rates with Amendment No. 1 Attachment "C", Schedule of Hourly Billing Rates.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this Amendment No. 1.

BLACK & VEATCH CORPORATION
(ENGINEER)

By _____ Date _____

Michael G. Orth

Title Vice President

CITY OF GRAND ISLAND, NEBRASKA
(OWNER)

By _____ Date _____

Margaret Hornady, Mayor

Attest: _____ Date _____

RaNae Edwards, City Clerk

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

_____ Date _____

Jason Eley, Assistant City Attorney

AMENDMENT NO. 1

ATTACHMENT A – TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

City of Grand Island – Consulting Engineering Services for Aeration Basin Improvements

Scope of Services – Aeration Basin Improvements

General

This scope of work describes the services to be rendered by Black & Veatch (the “ENGINEER”) to the CITY of Grand Island (the “CITY”) for the design of the aeration basin improvements project at the Grand Island Wastewater Treatment Plant (WWTP). The original scope of services included schematic design, final design, and bid phase services. The original scope also anticipated combining the Aeration Basin Improvements with the anaerobic digestion improvements project to be bid on a lump sum basis by general contractors. This amendment includes supplemental design services and construction phase services for the aeration basin improvements. With the postponement of the anaerobic digestion improvements project, the aeration basin improvements project will be bid as a stand alone project on a lump sum basis.

Project Information

Project Title: Aeration Basin Improvements for the Grand Island WWTP (the “PROJECT”)

Objective: The main objective of the project remains unchanged. The CITY requires the replacement of two (2) existing multi-stage aeration blowers with two (2) new single-stage aeration blowers, associated modifications within the blower building, and replacement of existing ceramic diffusers with membrane diffusers. The controls for the new single-stage blowers will be integrated with the controls for the two (2) remaining multi-stage units, and all four blowers will work as a system.

The design criteria and the objective to maximize the nitrification capacity of the WWTP have changed with the announcement that JBS will be constructing additional pretreatment facilities. The facilities proposed by JBS to treat their effluent to “domestic” strength will significantly reduce influent BOD, TSS, and ammonia loadings to the Grand Island WWTP, requiring modifications to the design criteria established for the project. The revised design will focus on providing sufficient capacity to match current JBS contributions, while providing turndown capacity to meet future reduced loadings when the additional JBS pretreatment facilities are placed in operation. Mixers will also be added to the aeration basins to improve denitrification and help reduce effluent nitrates. In addition to the changes associated with JBS, the City has requested that the single-stage blowers be competitively bid versus a sole-source arrangement assumed in the original agreement.

Following revisions to the Design memorandum and Contract Documents, the project will be submitted to the Nebraska Department of Environmental Quality (NDEQ) for review and approval. The ENGINEER will complete the services described herein, including the services included in the original agreement, within six hundred and sixty (670) days based on notice to proceed by August 17, 2010.

This schedule assumes that documents will be provided to CITY seven (7) working days before major scheduled milestone review workshops, that all CITY review comments will be received within a reasonable time frame after the workshops, and that documents will be reviewed and approved by the NDEQ within 2 months.

The CITY system goals for the PROJECT continue to be proven technology, noise reduction, flexible output, reliable/low maintenance, sustainable life cycle cost, utilization of existing structures, cost effective equipment, and control of odors will be achieved by ENGINEER as described below:

Project Administration and Controls: The ENGINEER will provide ongoing direction and management of the PROJECT. Review staffing, budget, progress, and quality of work throughout the course of the PROJECT for ENGINEER and subcontractors. Provide PROJECT status reports to the CITY with each invoice and at the completion of each major phase of the project.

1. Progress Reporting: The progress report accompanying each invoice shall include an updated schedule, summary of work completed, outstanding project issues, potential scope adjustments, and a comparison of work completed compared against the invoiced amount.
2. Trend Management: In the event there is consideration to change the scope of the PROJECT, the ENGINEER shall develop and present a Potential Scope Adjustment (PSA) document which itemizes the potential change(s) in scope, details the anticipated cost impact on both the ENGINEER's work as well as for the PROJECT's construction, and indicates any anticipated changes in the initial PROJECT's schedule. The CITY will provide direction to ENGINEER on the implementation of any PSAs and both parties will endeavor to negotiate an amendment to the task. The approval of all PSAs, schedule, and compensation shall be authorized in resolution form by the Mayor and Council of the City of Grand Island prior to notice to proceed.

Project Location: The PROJECT site is the Grand Island WWTP in Grand Island, Nebraska.

Work Tasks

ENGINEER will perform the following specific tasks as part of this Scope of Services:

Task 1 – Schematic Design Phase – (As included in the original Agreement and supplemental herein.)

Supplemental Schematic Design Phase Compensation: \$ 34,300.00

Objective: Revise basis of design criteria including code requirements, process schematics, equipment sizing, materials of construction, and preliminary floor plan as required to account for the reduced JBS loading to the plant, resulting modifications to blower and aeration system sizing, and addition of aerated zone mixers.

Subtasks:

1. Process Design: Revise the design criteria for the aeration system including oxygen demand requirements, associated treatment capacities, capacity of existing diffused aeration system equipped with membrane diffusers, and the need for any modifications to the existing aeration diffuser grids. Define mixing energy required in Aerated Zone 3 to minimize dissolved oxygen carry-over from the aeration basins.
2. Process Mechanical Design:
 - a. Determine revised blower design conditions, define equipment sizing criteria, and develop floor plan.
 - b. Determine design criteria to allow a competitive evaluated bid between single-stage blower manufactures (Turblex and Howden)
 - c. Size anoxic zone mixers as required to maintain solids in suspension and minimize dissolved oxygen in the aeration basin recycle. Coordinate mixer locations, hoist locations, and maintenance access requirements.
3. Instrumentation and Controls Design.
 - a. Revise major process P&IDs to reflect process modifications and aeration basin mixers.
 - b. Revise control schematics, wiring, and PLC I/O schedules to reflect addition of mixers.
 - c. Discuss with CITY Staff existing control philosophies and levels of automation to determine control philosophies for new facilities.
4. Electrical Design.
 - a. Estimate load conditions for additional new facilities and determine power distribution requirements. It is assumed that the existing power supply to the Building No. 13 will be sufficient to power mixers and future recycle pumps, and that electrical design will include a new MCC and power distribution from the MCC to the equipment.
5. Prepare Preliminary Opinion of Probable Construction Cost. Update the preliminary opinion of probable construction cost for the addition of the aeration basin mixers. ENGINEER will use past project experience and internal cost information to develop opinion of cost.
6. Revise Design Memorandum. Summarize the new and revised design criteria developed in the Schematic Design Phase in a draft Design Memorandum and submit ten (10) copies to the CITY for review. Conduct a conference call with City staff to review the document and obtain any comments. Revise the Design Memorandum based on CITY comments and submit ten

(10) hardcopies and two (2) electronic copies in PDF format to the City. Submit two (2) copies of the final Design Memorandum to NDEQ for review.

The Design Memorandum will include:

- Design criteria established in the schematic design documents.
- Preliminary facility layouts, including plan and major cross-section.
- Conceptual structural design descriptions of facilities.
- Conceptual site layouts
- Process and instrumentation diagrams (P&IDs) of major systems. The following P&IDs are anticipated:
 - Aeration blowers.
 - Aeration basins
 - Air distribution system.
 - Control system block diagram.
- Preliminary power distribution functional diagram.
- Equipment lists (with preliminary process equipment information and control functions) and tagging conventions.
- Regulatory and local (City of Grand Island) code requirements.
- Preliminary cost opinion for recommended work.
- Implementation schedule for design, bidding, and construction.

Task 2 – 50% Contract Document Development – (As included in the original agreement)

Intermediate design milestones will not be provided for the supplemental design elements. All modifications will be incorporated in the final contract documents.

Task 3 – 90% Contract Document Development – (As included in the original agreement)

Intermediate design milestones will not be provided for the supplemental design elements. All modifications will be incorporated in the final contract documents.

Task 4 – Final Contract Documents – (As included in the original Agreement and supplemental herein.)

| Supplemental Final Contract Documents Compensation: \$ 66,900.00

Objective: Finalize contract documents for the construction of the PROJECT by single General Contractor bidding on a lump sum basis.

Subtasks:

1. Contract Plans and Specifications. Incorporate revisions to the design criteria into the final contract documents including modifications to the blower size, valve and pipe sizes, and diffuser design. Incorporate aerated zone mixers into the existing drawings and provide required specifications. Revise contract documents to allow a competitive bid between Turblex and Howden for supply of the single-stage blowers. It is envisioned that the bid form will be modified to require the General Contractor to list capital, maintenance, and operating costs, along with experience to allow for an overall comparison of the two pieces of equipment. Submit four (4) sets of documents including specifications, half size, and full sized plans, two (2) electronic copies in PDF format, and two (2) electronic copies of the drawings in AutoCAD 2008 format.

Task 5 – Bidding Phase Services – (As included in the original Agreement and supplemental herein.)

Supplemental Bidding Phase Services Compensation: \$ 8,870.00

Objective: Provide bidding phase support services to the CITY during advertisement of the Aeration Basin Improvements project. One set of documents will be created for the project to be bid as a single contract. The Anaerobic Digestion Improvements will be bid as a separate project in the future in lieu of combining with the Aeration Basin Improvements project as indicated in the original agreement.

Subtasks:

Blower Evaluation Support. Review pricing, operating costs, total present worth, and experience of Turblex and Howden blowers submitted with apparent low bid. Review observations with CITY and prepare recommendation letter.

Task 6 – Construction Phase Services

Bidding Phase Services Compensation: \$ 342,500.00_[c1]

Objective: Provide construction phase services to the CITY through the duration of construction. Construction is anticipated to require seventeen (17) months to complete from Notice to Proceed to Final Completion.

Subtasks:

1. Project Administration and Control.
 - a. Review and comment on the CONTRACTOR's initial and updated construction schedule, and advise CITY as to acceptability. Analyze the CONTRACTOR's construction schedule, activity sequence, and construction procedures as applicable to CITY's ability to

keep existing facilities in operation. ENGINEER will review up to sixteen (16) construction schedules.

- b. Review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to acceptability. ENGINEER will review up to two (2) monthly payment schedules.
 - c. Review the CONTRACTOR's initial schedule of values and advise CITY as to acceptability. ENGINEER will review up to two (2) initial schedules of values.
 - d. Review the CONTRACTOR's initial submittal schedule and advise CITY as to acceptability. ENGINEER will review up to two (2) initial submittal schedules.
 - e. Review the CONTRACTOR's monthly applications for payment and advise CITY as to acceptability. ENGINEER will review up to seventeen (17) monthly payment requests or applications for payment.
 - f. Make periodic visits to the construction site at stages appropriate to the progress of construction to observe the progress and quality of the work, and advise the CITY and the CONTRACTOR concerning problems or deficiencies observed and concerning progress of the work. A total of fifteen (15) site visits are anticipated to be made by ENGINEER or its subcontractor.
 - g. Receive and review certificates of inspection and tests, which are to be assembled by the CONTRACTOR in accordance with the Construction Contract Documents and transmit them to CITY. ENGINEER will review up to twenty (20) test reports.
2. Preconstruction Conference. At a date and time selected by CITY and at a facility provided by CITY, attend the preconstruction conference and assist CITY during the conference. The preconstruction conference will include a discussion of the CONTRACTOR's tentative schedules, procedures for transmittal and review of the CONTRACTOR's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the CONTRACTOR's responsibilities for safety and first aid.
3. Redesign and Review for Howden Blowers. In the event that Howden is selected as the blower most advantageous to the City, revisions to the improvements in the blower building will need to be reviewed and may require revisions. The bid documents will be based on the Turblex equipment, and require the Contractor to be responsible for all costs associated supply Howden. ENGINEER will review all proposed modifications by the Contractor and provide an independent review to confirm the Contractor has addressed all modifications appropriately.
4. Shop Drawings Review. Review drawings and other data submitted by each Contractor as required by the construction contract documents. ENGINEER's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques,

sequences, or procedures of construction, or to safety precautions and programs incident thereto.

Submittals shall be limited to one original submittal and one resubmittal per section or item. Costs for additional re-submittal reviews shall be borne by Contractor, as required by the contract documents. ENGINEER will review up to a total of one hundred (100) submittals (including re-submittals).

5. Operation and Maintenance Manual (O&M) Review. ENGINEER will review vendor- or manufacturer-prepared O&M manuals submitted by the CONTRACTOR as required by the Construction Contract Documents. ENGINEER's review will be for general conformity to the Construction Contract Documents and will not relieve the CONTRACTOR of any of his contractual responsibilities. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. ENGINEER will review up to fifteen (15) vendor- or manufacturer-supplied O&M manuals under this AMENDMENT.
6. General Construction Phase Services.
 - a. Interpret construction contract documents when requested by CITY or Contractor.
 - b. Receive and review drawings and other data submitted by the Contractor as required by the construction contract documents. ENGINEER's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
 - c. ENGINEER will work with CITY to receive, review, and recommend approval, the Contractor's monthly payment requests. Review shall be for the purpose of making a full independent mathematical check and evaluating the equity in progress of the Contractor's payment request.
 - d. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of CITY.
 - e. Work related to unusually complex or unreasonably numerous claims are covered in Supplemental Services.
 - f. Act on claims of CITY and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents. Services related to legal claims including but not limited to preparation of legal documents, depositions, and testimony are not included in this scope of work and are considered a supplemental service.

- g. Performance testing of equipment will be performed and supported by Contractor and equipment supplier as required by Contract Documents. ENGINEER will not be involved in performance or startup testing without written notice from OWNER and agreement of hours to be used from OWNER's allowance.

7. Configuration Services.

- a. Provide PLC programming to add required HMI interface logic in blower PLCs.
- b. Provide existing plant SCADA HMI programming to mimic blower supplier graphical user interface functions.
- c. Provide SCADA HMI tending, alarming, and reporting per plant SCADA standards.
- d. Provide PLC/HMI programming of new mixers.
- e. The work associated with this task is based on the following assumptions:
 - 1. One system overview graphic
 - 2. Seven control pop-up graphics
 - 3. One day pre-startup on-site visit
 - 4. Eight days installation and startup
 - 5. Two startup trips

8. Project Completion.

- a. Upon substantial completion, inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to CITY and the Contractor.
- b. Upon completion or correction of the items of work on the punch-list, conduct a final inspection to determine if the work is completed.
- c. Provide warranty inspection, thirty (30) days prior to warranty expiration notify owner and establish, document, review and establish measures for correction.

9. Record Drawings. Upon completion of the project, revise the construction contract drawings to conform to the construction records. As required, each drawing shall be modified based upon field mark ups of the contract drawings provided by the Contractor and CITY. Submit to the CITY drawings on a CD as electronic images (AutoCAD). Each drawing shall be identified by a unique sheet number.

10. Standard Operating Procedure Manual. Prepare a written Operations Manual that covers control of the aeration system. The written Operations Manual shall follow a Unit Process Control Protocol (UPCP) format and provide electronic links to manufacturer's O&M Manuals and Record Drawings using Adobe software.

The Manuals shall contain information for each key area segment identified below:

- a. System Description – The System Description is an operator-centric description of the system or process with the objective of “connecting” the upstream and downstream process specific to the facility. The System Description is not a detailed narrative and it is assumed that the operator understands how to start and stop the equipment or will have access to the equipment O&M manual provided by the equipment manufacturer.
- b. Key Performance Indicators – The Key Performance Indicators are an operator-centric description and/or table of the process setpoints with the objective of providing site specific/process specific directions.
- c. Normal Valve Operating Positions – The Normal Valve Operating Positions will provide a table defining the “normal” flow path through the system process.
- d. Process Control Troubleshooting – The Process Control Troubleshooting will provide an operator-centric description of the system or process with the objective of providing site specific process control troubleshooting information using flowcharts and/or tables. The Process Control Troubleshooting guide will not generally address equipment troubleshooting and assumes that equipment troubleshooting information will be accessible by the operator through the equipment O&M manual.

Engineer shall present two (2) preliminary copies of the Engineer prepared O&M manuals to City for review. Following City’s acceptance of the preliminary Engineer prepared O&M manuals, Engineer will update the preliminary O&M manuals with finalized material and provide two electronic copies and two (2) hard copies of the Engineer prepared O&M manuals to the City.

11. Process Commissioning Services. Engineer shall provide onsite operation consultation, to consult on optimizing the aeration basin operation. Update the Facility Operations Manual, as necessary, for individual unit processes and/all the overall plant operation based on the results of the optimization efforts. Engineer will provide for up to 16 hours of commissioning services on site.

Task 7 – Resident Services During Construction

Resident Services During Construction Compensation: \$ 158,430.00

Objective: Provide on-site resident inspection services during construction to observe construction activities on behalf of the CITY.

Subtasks:

1. Site Observation and Liaison with CITY and CONTRACTOR.

- a. Conduct onsite observations of the general progress of the work to assist ENGINEER in determining if the work is proceeding in accordance with the Construction Contract Documents. A total two thousand one hundred (2,100) hours are anticipated for the resident Project Representative during the anticipated seventeen (17) months of construction from Notice to Proceed to Final Completion.
- b. Serve as ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent, and assist ENGINEER in providing interpretation of the Construction Contract Documents. Transmit ENGINEER's clarifications and interpretations of the Construction Contract Documents to the CONTRACTOR.
- c. Assist ENGINEER in serving as CITY's liaison with the CONTRACTOR when the CONTRACTOR's operations affect CITY's onsite operation.
- d. As requested by ENGINEER, assist in obtaining from CITY additional details or information when required at the jobsite for proper execution of the work.
- e. Report to ENGINEER, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the CONTRACTOR's work and relating to compliance with drawings, specifications, and design concepts.
- f. Advise ENGINEER and the CONTRACTOR or its superintendent immediately of the commencement of any work requiring a submittal or sample submission if the submission has not been accepted by ENGINEER.
- g. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
- h. Observe pertinent site conditions when the CONTRACTOR maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions are not included in this AMENDMENT.
- i. Verify that the CONTRACTOR has contacted utilities in the general construction area and advised them of CONTRACTOR's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with CITY's activities.
- j. Establish and furnish the CONTRACTOR with necessary baselines and control points, which will be used as datum for the work. Actual construction staking will be done by the CONTRACTOR.
- k. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the Construction Contract Documents.

- l. Coordinate on-site materials testing services during construction. Copies of testing results will be forwarded to CITY and ENGINEER for review and information.
 - m. Observe field tests of equipment, structures, and piping, and review the resulting reports commenting to ENGINEER, as appropriate.
2. Outside Liaison. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors and the results of the inspections, and report to ENGINEER.
3. Meetings, Reports, and Document Review and Maintenance.
 - a. Attend the preconstruction conference, and assist ENGINEER in explaining administrative procedures, which will be followed during construction.
 - b. Schedule and attend monthly progress meetings, and other meetings with CITY and the CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project.
 - c. Submit to ENGINEER, with a copy to CITY, periodic construction progress reports containing a summary of the CONTRACTOR's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.
 - d. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the CONTRACTOR, and consult with ENGINEER concerning their acceptability.
 - e. Report to ENGINEER regarding work which is known to be defective or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; advise ENGINEER whether the work should be corrected or rejected, should be uncovered for observation, or require special testing, inspection, or approval.
 - f. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission, and forward them with recommendations to ENGINEER noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered to the site but not incorporated into the work.
 - g. Record date of receipt of approved shop drawings and samples. Receive samples, when they are furnished at the site by the CONTRACTOR, and notify ENGINEER of their availability for examination.
 - h. During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the CONTRACTOR

are applicable to the items actually installed; deliver Resident Project Representative's field files to ENGINEER for his review and forwarding to CITY prior to final acceptance of the work.

- i. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the CONTRACTOR. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a master set of documents conforming to construction records will be produced.
- j. Review certificates of inspections, tests, and related approvals submitted by the CONTRACTOR as required by laws, rules, regulations, ordinances, codes, orders, or the Construction Contract Documents, but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the Construction Contract Documents. This service is limited to a review of items submitted by the CONTRACTOR and does not extend to a determination of whether the CONTRACTOR has complied with all legal requirements.
- k. Maintain the following documents at the jobsite.
 - i. Correspondence files.
 - ii. Reports of jobsite conferences, meetings, and discussions among the ENGINEER, CITY, and CONTRACTOR.
 - iii. Submittals, shop drawings, and samples.
 - iv. Reproductions of original Construction Contract Documents.
 - v. Addenda.
 - vi. Change orders.
 - vii. Field orders.
 - viii. Additional drawings issued subsequent to execution of the Construction Contract Documents.
 - ix. Progress reports.
 - x. Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- l. Maintain a diary or log book of events observed by the Resident at the jobsite, including the following information:
 - i. Days the CONTRACTOR worked on the jobsite.
 - ii. CONTRACTOR and subcontractor personnel on jobsite.
 - iii. Construction equipment on the jobsite.
 - iv. Observed delays and causes.
 - v. Weather conditions.
 - vi. Data relative to claims for extras or deductions.
 - vii. Daily activities.
 - viii. Observations pertaining to the progress of the work.
 - ix. Materials received on jobsite.
 - x. The diary or log book shall remain the property of ENGINEER.

4. Assistance in Certification of Substantial Completion.

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to the CONTRACTOR a list of items observed to require completion or correction.
- b. Assist ENGINEER in conducting final inspection in the company of CITY and the CONTRACTOR, and prepare a final list of items to be completed or corrected.
- c. Verify that all items on the final list have been completed or corrected, and make recommendations to ENGINEER concerning acceptance.

SUPPLEMENTAL SERVICES

Any Work requested by CITY that is not included in one of the items listed in any other phase will be classified as supplemental services. Such services are as follows:

1. Additional meetings with local, State, or Federal agencies to discuss the PROJECT.
2. Additional appearances at public hearings or before special boards.
3. Supplemental Engineering Work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
4. Special consultants or independent professional associates requested or authorized by CITY.
5. Revisions of design, drawings, and specifications arising from external Value Engineering Review which cause changes in the general scope, extent or character of the PROJECT, including but not limited to changes in size, complexity, CITY's schedule, character of construction, or method of financing.
6. An environmental assessment report and/or environmental impact statement as requested by CITY or required by review agencies.
7. Provision, through a subcontract, of a cultural resources or archaeological study and report on the construction site.
8. Provision, through a subcontract, of archaeological consultations regarding artifacts that may be uncovered during construction.
9. Conducting pilot plant studies and tests.
10. Changes in the general scope, extent, duration, or character of the project, including, but not limited to:
 - a. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of

such studies, reports, documents, or designs; or are required by any other causes beyond ENGINEER's control.

AMENDMENT NO. 1

ATTACHMENT B – TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

City of Grand Island – Consulting Engineering Services for Aeration Basin Improvements

Compensation – Aeration Basin Improvements

For the services covered by this Agreement, the CITY agrees to pay the ENGINEER as follows:

1. For services described in Attachment A, Scope of Services, an amount equal to the ENGINEER's salary billings plus reimbursable expenses and subcontract billings. The maximum billed for these services shall not exceed ~~Three Hundred and Eighty Four Thousand Dollars and no cents (\$384,000.00)~~ **Nine Hundred and Ninety Five Thousand Dollars and no cents (\$995,000.00)** without further authorization. The maximum billed for each task shall not exceed the following amounts without further authorization:

Task 1 – Schematic Design Phase ~~\$96,800~~ **\$131,100**

Task 2 – 50% Contract Document Development \$ 100,300

Task 3 – 90% Contract Document Development \$104,700

Task 4 – Final Contract Documents ~~\$49,300~~ **116,200**

Task 5 – Bidding Phase Services ~~\$32,900~~ **41,770**

Task 6 – Construction Phase Services - \$342,500

Task 7 Resident Inspection Services - \$158,430

2. The schedule of hourly billing rates and charges by job classification is shown in Attachment C.
3. For supplemental services, an amount equal to the ENGINEER's salary billings plus reimbursable expenses and subcontract billings. Each item of supplemental services shall be specifically authorized by the CITY, and a maximum billing limit shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further authorization. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses. The schedule of hourly billing rates and charges by job classification is shown in Attachment C.
4. The ENGINEER agrees to use its best efforts to perform the services within the billing limit stated above and in accordance with the agreed upon performance schedules. If, at any time, the ENGINEER has reason to believe that the cost of the services will be greater than the billing limit, the ENGINEER shall promptly notify the CITY to that effect, giving a revised billing limit for performance of the services.

5. Monthly payments shall be made to the ENGINEER by the CITY based on the ENGINEER's statement. The statement shall indicate the name of the individuals working on the project and the hours associated with each of their efforts.

Each invoice shall be accompanied by a progress report prepared by ENGINEER's Project Manager. The report shall describe, in narrative form, the work accomplished during the period covered by the invoice and present a summary of the status of the project to-date. The summary shall address the project schedule, budget, and any significant changes in the scope of the work.

In the event CITY disputes any invoice item, CITY shall give ENGINEER written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to ENGINEER the undisputed portion of the invoice according to the provisions hereof.

6. It is understood and agreed that the maximum billings is based on the start of the services being authorized not later than September 30, 2010~~November 30, 2009~~. If start of services is not authorized by the date given, it is understood and agreed that the maximum billing limit will be adjusted accordingly by a supplement to this Agreement.

7. It is understood and agreed:

That the ENGINEER shall start the performance of services listed in Attachment A within ten days of receipt of notice to proceed.

That the ENGINEER shall keep records on the basis of generally accepted accounting practice of costs and expenses and which records shall be available to inspection at reasonable times.

AMENDMENT NO. 1

ATTACHMENT C – TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

City of Grand Island – Consulting Engineering Services for Design of Aeration Basin Improvements

Schedule of Hourly Billing Rates and Charges – Aeration Basin Improvements

1. Compensation for personnel used in the performance of engineering services shall be in accordance with the following hourly billing rates.

<u>Black & Veatch Classification</u>	<u>2009/2010 Hourly Billing Rates</u>
Principal	\$255
Project Director/Manager – Derek Cambridge	\$199
Project Administration and Clerical	\$ 78
Project Accountant	\$ 78
Engineering Manager	\$171
Lead Civil Engineer	\$121
CAD Coordinator	\$155
CAD Technician	\$ 84
Architect QC/Admin	\$205
Architect	\$149
Architect Tech	\$103
Structural QC/Admin	\$177
Senior Structural Engineer	\$177
Structural Engineer	\$115
Senior Structural Technician	\$124
Structural Technician	\$84
Senior Process Mechanical Engineer	\$171
Process Mechanical Engineer	\$124
Senior Process Mechanical Technician	\$115
Building Mechanical QC/Admin	\$180
Senior Building Mechanical Engineer	\$165
Building Mechanical Engineer	\$115
Senior Building Mechanical Tech	\$121
Building Mechanical CAD	\$97
Project Facilitator Controls	\$177
Operations Specialist	\$162
Electrical QC/Admin	\$205
Electrical Engineer	\$137
Instrumentation & Controls Admin/QC	\$193

Senior Instrumentation & Controls Engineer	\$155
Operations Writer	\$81
Shop Drawings Admin	\$66
Shop Drawings Manager	\$140
Operations Graphics	\$97
Technical Editor	\$90
Process QC/Admin	\$227
Senior Process Engineer – Ed Kobylinski	\$213
Senior Operations Specialist	\$199
Process Engineer	\$124
Quality Control Engineer	\$170
Estimator	\$162

2. Compensation for reimbursable expense items and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

<u>Expense Item</u>	<u>Unit Cost</u>
Travel, Subsistence, and Incidental Expenses	Net Cost
Automobile/Motor Vehicles – Local Mileage	\$0.55/mile
Automobile/Motor Vehicles – Rental	Net Cost
Telephone and Telegraph Costs	*
Reproduction of Reports, Drawings & Specifications	Net Cost
Postage & Shipping Charges of Job-Related Materials	*
Computer Services	*
Photograph and Video Reproductions	Net Cost
Sub-Consultant Fees	Net Charge

* Included in hourly miscellaneous expense charge of \$8.75 per hour.

3. The Schedule of Hourly Billing Rates and Charges indicated herein is effective for service in 2010 and 2011. The Schedule of Hourly Billing Rates and Charges will be revised and re-issued in March of subsequent years.

RESOLUTION 2010-230

WHEREAS, on October 13, 2009, by Resolution 2009-264, Black & Veatch Corporation of Kansas City, Missouri was awarded the agreement for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant, with design work to be performed at actual costs with a maximum amount of \$384,000.00; and

WHEREAS, city staff has negotiated amendment number 1 with the consulting engineering firm Black & Veatch of Kansas City, Missouri to provide for additional design services as well as construction engineering services for the project; and

WHEREAS, the negotiated amount of amendment number 1 is \$611,000.00 based on a negotiated scope of services with work to be performed at actual costs for an amended agreement total of \$995,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment with the consulting engineering firm Black & Veatch of Kansas City, Missouri for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute amendment number 1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item I1

#2010-231 - Consideration of Request from Q-Mex GI, LLC dba Qdoba, 1010 Diers Avenue, Suite 1 for a Class “T” Liquor License and Liquor Manager Designation for Connie Westfall, 2003 West Division Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-231

WHEREAS, an application was filed by Q-Mex GI, LLC doing business as Qdoba, 1010 Diers Avenue, Suite 1 for a Class "T" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 14, 2010; such publication cost being \$14.73; and

WHEREAS, a public hearing was held on August 24, 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 Bonnie Westfall, 2003 West Division Street 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, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 20, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item I2

**#2010-232 - Consideration of Request from Nickie J. Kallos, Jr.
dba Nickie's Lounge, 106-108 East 3rd Street for a Class "C"
Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-232

WHEREAS, an application was filed by Nickie J. Kallos, Jr., doing business as Nickie's Lounge, 1060198 East 3rd Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 14, 2010; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on August 24, 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: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item I3

**#2010-233 - Consideration of Resolution Directing Property
Owner to Repair Sidewalk at 503 E Yund Street**

Staff Contact: Steve Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 24, 2010

Subject: Resolution Directing Property Owner to Repair Sidewalk at 503 E Yund Street

Item #'s: I-3

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

Background

On October 19, 2009 a letter was sent to the property owner concerning necessary repairs to the sidewalk at 503 E Yund Street (Fractional Lot 4, Block 151, Union Pacific Railway Co's Second Addition to the City of Grand Island, Hall County, Nebraska). The letter stated these repairs needed to be made by November 3, 2009 to prevent accident or injury to citizens using the sidewalk. The property owner was given time to get the work completed within a reasonable construction timeframe, but no action has been taken. A final letter was sent to the property owner on July 22, 2010 advising them that council would consider a resolution ordering them to install the sidewalk at the August 24, 2010 council meeting. Section 32-58 of the City Code and Section 16-662 R.S. Nebraska Statutes, make the property owner responsible for repairing sidewalks adjacent to their property.

Discussion

The Public Works Department is requesting that a resolution be passed giving the property owner 15 days to obtain the sidewalk permit and 15 days from issuance of such permit to complete the repairs of the sidewalk at 503 E Yund Street (Fractional Lot 4, Block 151, Union Pacific Railway Co's Second Addition to the City of Grand Island, Hall County, Nebraska), as this is a public safety concern.

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs 15 days after such permit is issued, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of the property owner.

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 a resolution directing the property owner to obtain a permit within 15 days and repair the sidewalk located at 503 E Yund Street (Fractional Lot 4, Block 151, Union Pacific Railway Co's Second Addition to the City of Grand Island, Hall County, Nebraska) within an additional 15 days.

Sample Motion

Move to approve a resolution directing the property owner to obtain a sidewalk permit and repair the sidewalk.

RESOLUTION 2010-233

WHEREAS, the City has the authority under Neb. Rev. Stat., § 16-662, to direct the repair and replacement of sidewalks by owners of the abutting property; and

WHEREAS, the sidewalk abutting 503 E Yund Street, legally described as Fractional Lot 4, Block 151, Union Pacific Railway Co's Second Addition to the City of Grand Island, Hall County, Nebraska, has been determined to be in need of repair and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to make the necessary repairs to the sidewalk abutting the property located at 503 E Yund Street (Fractional Lot 4, Union Pacific Railway Co's Second Addition to the City of Grand Island, Hall County, Nebraska). If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item I4

**#2010-234 - Consideration of Resolution Directing Property
Owner to Repair Sidewalk at 2025 N Lafayette Avenue**

Staff Contact: Steve Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 24, 2010

Subject: Resolution Directing Property Owner to Repair Sidewalk at 2025 N Lafayette Avenue

Item #'s: I-4

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

Background

On October 28, 2009 a letter was sent to the property owner concerning necessary repairs to the sidewalk at 2025 N Lafayette Avenue (Lots 2 & 4, Block 8, Scarff's Addition to West Lawn, City of Grand Island, Hall County, Nebraska). The letter stated these repairs needed to be made by November 12, 2009 to prevent accident or injury to citizens using the sidewalk. The property owner was given time to get the work completed within a reasonable construction timeframe, but no action has been taken. A final letter was sent to the property owner on July 22, 2010 advising them that council would consider a resolution ordering them to install the sidewalk at the August 24, 2010 council meeting. Section 32-58 of the City Code and Section 16-662 R.S. Nebraska Statutes, make the property owner responsible for repairing sidewalks adjacent to their property.

Discussion

The Public Works Department is requesting that a resolution be passed giving the property owner 15 days to obtain the sidewalk permit and 15 days from issuance of such permit to complete the repairs of the sidewalk at 2025 N Lafayette Avenue (Lots 2 & 4, Block 8, Scarff's Addition to West Lawn, City of Grand Island, Hall County, Nebraska), as this is a public safety concern.

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs 15 days after such permit is issued, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of the property owner.

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 a resolution directing the property owner to obtain a permit within 15 days and repair the sidewalk located at 2025 N Lafayette Avenue (Lots 2 & 4, Block 8, Scarff's Addition to West Lawn, City of Grand Island, Hall County, Nebraska) within an additional 15 days.

Sample Motion

Move to approve a resolution directing the property owner to obtain a sidewalk permit and repair the sidewalk.

RESOLUTION 2010-234

WHEREAS, the City has the authority under Neb. Rev. Stat., § 16-662, to direct the repair and replacement of sidewalks by owners of the abutting property; and

WHEREAS, the sidewalk abutting 2025 N Lafayette Avenue, legally described as Lots 2 & 4, Block 8, Scarff's Addition to West Lawn, City of Grand Island, Hall County, Nebraska, has been determined to be in need of repair and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to make the necessary repairs to the sidewalk abutting the property located at 2025 N Lafayette Avenue (Lots 2 & 4, Block 8, Scarff's Addition to West Lawn, City of Grand Island, Hall County, Nebraska). If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item I5

#2010-235 - Consideration of Approving 2010/2011 Fee Schedule

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: August 24, 2010

Subject: Approve 2010-2011 Fee Schedule

Item #'s: I-5

Presenter(s): Mary Lou Brown, Finance Director

Background

With the implementation of Program Prioritization, all of the budget schedules became an integral part of the budget review. The Fiscal Year 2010/2011 Budget was approved on August 17, 2010 and is scheduled to be adopted on September 7, 2010.

Discussion

Revenue as reflected in the budget incorporates the attached Proposed Fee Schedule rates. The revisions made by the Department Directors and included in the revenue calculation are highlighted in the document.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council adopt the Fee Schedule.

Sample Motion

Move to approve the Fee Schedule for 2010-2011.

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
BUILDING DEPARTMENT				
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation				
Estimated Valuations:				
1.00 - 1,600.00	26.00	30.00	30.00	31.00
1,601.00 - 1,700.00	28.00	32.00	32.00	33.00
1,701.00 - 1,800.00	32.00	34.00	34.00	35.00
1,801.00 - 1,900.00	35.00	36.00	36.00	37.00
1,901.00 - 2,000.00	37.00	38.00	38.00	39.00
2,001 - 25,000	37.00 plus	38.00 plus	38.00 plus	39.00 plus
For each additional 1,000 or fraction, to and including 25,000	6.50	6.50	6.50	6.75
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	186.50 plus	187.50 plus	187.50 plus	194.25 plus
	5.00	5.00	5.00	5.25
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	311.50 plus	312.50 plus	312.50 plus	325.50 plus
	3.60	3.60	3.60	3.75
100,001 and up For each additional 1,000 or fraction	491.50 plus	492.50 plus	492.50 plus	513.00 plus
	3.20	3.20	3.20	3.25
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%	
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%	
Inspections outside of normal business hours*	50.00	50.00	50.00	
Reinspection Fee*	50.00	50.00	50.00	
Inspection for which no fee is specifically indicated*	50.00	50.00	50.00	
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	50.00	50.00	50.00	
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved				
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	100.00	
New Contractor Set up fee	100.00	100.00	100.00	
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	20.00	20.00	20.00	
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	50.00	
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	25.00	
License: Mechanical, Plumbing, Soft Water - Apprentice	0.00	0.00	0.00	
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00	
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00	
Board of Adjustment	100.00	150.00	150.00	
No Permit	250.00	300.00	300.00	
Permit - Non conformance	400.00	450.00	450.00	
Investigation Fee	Minimum \$50.00 or cost of permit	Minimum \$50.00 or cost of permit	Minimum \$50.00 or cost of permit	
Mobile Home Park Registration (annual)				
Park with Facilities for 2 - 3 Mobile Homes	50.00	50.00	50.00	75.00
Park with Facilities for 4 - 15 Mobile Homes	75.00	75.00	75.00	100.00
Park with Facilities for 16 - 25 Mobile Homes	100.00	100.00	100.00	125.00
Park with Facilities for 26 - 50 Mobile Homes	125.00	125.00	125.00	150.00
Park with Facilities for 51 - 100 Mobile Homes	150.00	150.00	150.00	200.00
Park with Facilities for over 100 Mobile Homes	200.00	200.00	200.00	225.00
Mobile Sign Permit Fee for Special Event	100.00	100.00	100.00	
Mobile Sign Permit Fee for 45 days	150.00	150.00	150.00	
Temporary Buildings	100.00	100.00	100.00	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Water Well Registration (Groundwater Control Area Only)	50.00	50.00	50.00	
License Agreement	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	
Denial of application for license agreement	WORKS	WORKS	WORKS	
Administration				
Board of Adjustment Prior to Construction	100.00	100.00	100.00	
Board of Adjustment After Construction/No Building Permit	250.00	250.00	250.00	
Board of Adjustment After Construction/Not Conform	400.00	400.00	400.00	
Conditional Use Permit	200.00	200.00	200.00	
Wireless Communication Tower Permit (new)				3000.00
Wireless Communication Tower Permit (Administrative Review)				1500.00
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	
Haulers Permit (annual) Garbage	225.00	225.00	225.00	
Haulers Permit (annual) Refuse	75.00	75.00	75.00	
Pawnbroker License (annual)	75.00	75.00	75.00	
Pawnbroker Occupational Tax (annual)	75.00	75.00	75.00	
Blight Study Adoption				500.00
Redevelopment Plan Adoption				500.00
Redevelopment Plan Amendment				500.00
Liquor Licenses - Occupational Tax (annual)				
Class A Retail beer, on sale	200.00	200.00	200.00	
Class B Retail beer, off sale	200.00	200.00	200.00	
Class C Retail liquor, on/off sale	600.00	600.00	600.00	
Class D Retail liquor/beer, off sale	400.00	400.00	400.00	
Class I Retail liquor, on sale	500.00	500.00	500.00	
Class L Brew Pub	500.00	500.00	500.00	
Class W Beer distributor	1000.00	1000.00	1000.00	
Class X Alcoholic liquor distributor, except beer	1500.00	1500.00	1500.00	
Class Z Micro Distiller LB-549	500.00	500.00	500.00	
Liquor License - School Fees (annual)				
Class A Retail beer, on sale	100.00	100.00	100.00	
Class B Retail beer, off sale	100.00	100.00	100.00	
Class C Retail liquor, on/off sale	300.00	300.00	300.00	
Class D Retail Liquor, Off sale	200.00	200.00	200.00	
Class I Retail Liquor, on sale		250.00	250.00	
Advertising Fee		10.00	10.00	
Special Designated Liquor License	40.00	40.00	40.00	
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	
PUBLIC INFORMATION				
DVD Tapes (per tape) (GITV)	20.00	20.00	20.00	
EMERGENCY MANAGEMENT				
Alarm Registration Fee (yearly)	97.50	97.50	102.38	
Digital Alarm Monitoring Fee (yearly-registration fee included)	218.00	218.00	228.90	
Supervised Alarm Monitoring Fee (yearly-registration fee included)	375.00	375.00	393.75	
Alarm Central Service Fee (yearly)	149.00	149.00	156.45	
False Alarms (each)	103.00	103.00	108.15	
Audio Tapes (per tape, includes search costs)	25.75	25.75	27.04	
Video Alarm Monitor	1545.00	1545.00	1622.25	
Emergency Medical Dispatch Protocol included in billing	36.05	36.05	36.06	
FIRE DEPARTMENT FEES				
Mask Inspection (each time) Annual	40.00 plus parts	40.00 plus parts	N/A	
Mask Inspection (each time) Three Years	50.00 plus parts	50.00 plus parts	N/A	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Recharge Air Cylinders	N/A	N/A	N/A	
Copy of Fire Report	10.00	10.00	10.00	
CPR Class New (each person)	0.00	0.00	0.00	
CPR BLS Health Care Provider New (\$49.00/person, increments of 6 people) Books are \$14.00/person	\$270.00/6 people, plus books	\$278.00/6 people, plus books	\$294.00/6 people, plus books	
CPR Class Recertification (\$39.00/person, increments of 6 people) Books are \$14.00 each	\$180.00/6 people, plus books	\$185.00/6 people, plus books	\$234.00/6 people, plus books	
HeartSaver AED (\$39.00/person, increments of 6 people) Books are \$14.00 each	\$180.00/6 people, plus books	\$185.00/6 people, plus books	\$234.00/6 people, plus books	
HeartSaver CPR: All ages (\$45.00/person, increments of 6 people) Books are \$14.00 each	\$240.00/6 people, plus books	\$247.00/6 people, plus books	\$270.00/6 people, plus books	
HeartSaver CPR: Adults (\$39.00/person, increments of 6 people) Books are \$14.00 each	\$210.00/6 people, plus books	\$216.00/6 people, plus books	\$240.00/6 people, plus books	
HeartSaver CPR: Infant/child (\$39.00/person, increments of 6 people) Books are \$14.00 each	210.00/6 people, plus books	\$216.00/6 people, plus books	\$240.00/6 people, plus books	
CPR for Family/Friends: All ages (\$39.00/person, increments of 6 people) Books are \$14.00/6 people	\$180.00/6 people, plus books	\$185.00/6 people, plus books	\$234.00/6 people, plus books	
CPR for Family/Friends: Adult (\$35.00/person, increments of 6 people) Books are \$14.00/6 people	\$150.00/6 people, plus books	\$154.00/6 people, plus books	\$210.00/6 people, plus books	
CPR for Family/Friends: Infant/child (\$35.00/person, increments of 6 people) Books are \$14.00/6 people	\$150.00/6 people, plus books	\$154.00/6 people, plus books	\$210.00/6 people, plus books	
HeartSaver Facts (CPR/First Aid) (\$49.00/person, increments of 6 people) Books are \$14.00 each	270.00/6 people, plus books	\$278.00/6 people, plus books	\$294.00/6 people, plus books	
Temporary Structures				
Tents over 200 sq ft	N/A	N/A	N/A	50.00
Canopies over 400 sq ft	N/A	N/A	N/A	50.00
Child Care Inspection*				
Consultation	15.00	15.00	15.00	
0 - 8 people	40.00	40.00	N/A	
9 - 12 people	50.00	50.00	N/A	
0-12 people			50.00	
13 + people	75.00	75.00	100.00	
Liquor Inspection (each)*				
Consumption	75.00	75.00	100.00	
Non-consumption	50.00	50.00	50.00	
Nursing Home, Health Care (each)*	75.00	75.00	100.00	
Hospital (each inspection)*	150.00	150.00	150.00	
Foster Care Homes*	30.00	30.00	50.00	
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	25%	
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	
Alarm System Review	50.00	51.00	75.00	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Sprinkler System Review	\$50.00/Riser + \$25.00/design area	\$50.00/Riser + \$25.00/design area	\$50.00/Riser + \$25.00/design area	
Hood System Review	30.00	30.00	50.00	
Suppression System (other)	30.00	30.00	50.00	
Fireworks Permit **used to be under Administration**	400.00	400.00	400.00	
*Fees regulated by State of Nebraska				
AMBULANCE DIVISION				
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 14.00 per mile	290.00	307.00	348.00	
Per call for BLS emergency transportation, plus mileage, one way. 14.00 per mile	504.00	534.00	534.00	
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 14.00 per mile	588.00	623.00	623.00	
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 14.00 per mile	625.00	662.00	662.00	
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 14.00 per mile	725.00	768.00	768.00	
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	273.00	289.00	289.00	
Additional Attendant	0.00	135.00	221.00	
Specialty Care Transport	630.00	667.00	692.80	
Mileage Fee, per patient mile	13.00	14.00	14.00	
Standby Ambulance Service	75.00/hr	75.00/hr	75.00/hr	
Paramedic Intercept	560.00	593.00	593.00	
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.				
PARAMEDIC SERVICE RATES				
Oxygen	49.00	53.00	53.00	
O.B. Kits	16.00	17.00	17.00	
Splints (air and/or hare traction)	21.00	22.00	22.00	
Spinal Immobilization	81.00	86.00	86.00	
Advanced Airway	124.00	131.00	131.00	
IV1 (if single IV is started)	48.00	51.00	51.00	
IV2 (multiple IV's started)	81.00	86.00	86.00	
Bandages	11.00	12.00	12.00	
Combo Pad	44.00	46.00	46.00	
Resq Pod	100.00	100.00	100.00	
Bone drill	100.00	100.00	110.00	
ANIMAL CONTROL SERVICES				
Pet License Fee - Un-neutered/un-spayed	20.00	30.00	30.00	
Pet License Fee - Neutered/Spayed	10.00	15.00	15.00	
**\$5.00 per license retained by registered veterinarian making sale				
Pet License Fee - Wild Animal	7.50	N/A	N/A	
Pet License Replacement Fee	5.00	5.00	5.00	
License Fees-late fee of \$10.00 after Feb 1	10.00	10.00	10.00	
Impoundment Fee - 1st Offense*	25.00	25.00	25.00	
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00	
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Impoundment Fee - 4th Offense*	100.00	100.00	100.00	
*Impoundment includes a per day boarding fee				
Boarding Fee - Impoundment	10.00 + tax/day	12.00+tax/day	12.00+tax/day	
Boarding Fee - Rabies observation	15.00 + tax/day	17.00+tax/day	17.00+tax/day	
AS OF JUNE 1, 2007, ALL ANIMALS ADOPTED FROM THE CITY OF GRAND ISLAND ANIMAL CONTROL PROVIDER WILL BE SPAYED OR NEUTERED AND HAVE CURRENT SHOTS				
Adoptions: Nuetered/spayed				
Dogs	98.00	100.00 + tax	100.00 + tax	
Cats & Kittens	85.00	100.00 + tax	100.00 + tax	
"VIP" Very Important Pets (Pure breed)	150.00	200.00 + tax	200.00 + tax	
Pickup and disposal of dead animals at owner's request	25.00	25.00	25.00	
Removal of wildlife from the home, garage or yard at home owner's request				
During business hours	N/C	N/C	N/C	
After regular business hours	N/A	N/A	N/A	
(No charge for removing skunks or bats)				
LIBRARY				
Overdue charge on Library Materials (per item per day)	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	
Interlibrary loan per item (plus postage)	2.00	2.00	2.00	
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	
Photocopy/Computer Print (mono, 11"x17")	0.20	0.20	0.20	
Photocopy/Computer Print (color, 8 1/2"x11")	0.70	0.70	0.70	
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	
Microform Reader-printer copy	0.40	0.40	0.40	
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	
FAX Services				
Outgoing	1st page 3.00	1st page 3.00	1st page 3.00	
	2-10 page 1.25	2-10 page 1.25	2-10 page 1.25	
Incoming	1st page 2.00	1st page 2.00	1st page 2.00	
	2-10 page 1.00	2-10 page 1.00	2-10 page 1.00	
Non-Resident Annual Card Fee	0.00	0.00	40.00	
Computer use for work processing, database, spreadsheet applications	0.00	0.00	0.00	
Purchase of computer disk	1.00/disk	1.00/disk	1.00/disk	
PARKS AND RECREATION DEPARTMENT				
CEMETERY DIVISION				
Open/Close Grave (per burial) **oversize vault - add \$150.00**				
Urn Vault over 18" x 18" - Add \$50.00				
Adult	450.00	450.00	450.00	500.00
Child	125.00	125.00	125.00	200.00
Ashes	100.00	100.00	100.00	150.00
After 4:00 pm Monday - Saturday (must leave gravesite by 4:30)				

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Adult	600.00	600.00	600.00	650.00
Child	175.00	175.00	175.00	200.00
Ashes	150.00	150.00	150.00	175.00
Sunday & Holiday Open/Close (per burial)				
Adult	750.00	750.00	850.00	900.00
Child	300.00	300.00	350.00	375.00
Ashes	250.00	250.00	300.00	325.00
Disinternment				
Adult	750.00	750.00	750.00	800.00
Child	250.00	250.00	250.00	300.00
Cremation	250.00	250.00	250.00	300.00
Tent/Equipment Use for Service (each use)	250.00	250.00	350.00	375.00
Burial Space				
One	450.00	450.00	450.00	475.00
Two	900.00	900.00	900.00	1000.00
One-Half Lot (4 or 5 spaces)	1800.00	1800.00	1800.00	2000.00
Full Lot (8 or 10 spaces)	3600.00	3600.00	3600.00	4000.00
Babyland	100.00	100.00	100.00	125.00
Cremation Space - Section J		200.00	200.00	225.00
Transfer Deed (each new deed)	25.00	25.00	25.00	50.00
House Rental - 3168 Stolley Park Rd/per month	170.00	180.00	180.00	Delete
RECREATION DIVISION				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Volleyball Program				
League Play - Per Team***	17.50	17.50	17.50	175.00-200.00 per session
Basketball Program				
League Play - Per Team***	34.00	34.00	34.00	250.00-300.00 per session
League A - Per Team***				
League B - Per Team***				
League C - Per Team***				
Flag Football Program				
League Play - Per Team***	25.00	25.00	25.00	225.00-300.00 per session
Playground Program (per session)				
Fee per Child	Free	Free	Free	
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.				
Playground & miscellaneous Programs & camps				
Kinder camp & Playground Pals				0-100.00 10.00 per participant
Lifeguard Training*	85.00	100.00	100.00	
Lifeguard Instructor Training*	85.00	100.00	100.00	
Water Safety Instructor Training*	85.00	100.00	100.00	
Lifeguard Refresher Course*	25.00	125.00	25.00	
Professional CPR Training*	40.00	50.00	50.00	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Professional CPR Recertification*	25.00	25.00	25.00	
*Plus any additional/increases assessed by the Red Cross				
Stolley Park Picnic Shelter (1/2 day)				25.00
Stolley Park Picnic Shelter (all day)				50.00
Stolley Park Kitchen (1/2 day)				25.00
Stolley Park Kitchen (all day)				50.00
Athletic Field Rental (per field)				25.00
Athletic Field Preparation (1 time) per field				25.00
Athletic Field Preparation Additional services per field				25.00-200.00
AQUATICS				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Lincoln Pool				
Daily Fees - 4 & under w/paying adult	Free	Free	Free	
Daily Fees - 5 to 15	2.25	2.25	2.25	
Daily Fees - 16 to 54	3.25	3.25	3.25	
Daily Fees - 55 & Over	2.25	2.25	2.25	
Pool Rental	65.00/hr	70.00/hr	70.00/hr	
Season Passes				
Children 5 - 15	30.00	30.00	30.00	
Adults 16 to 54	40.00	40.00	40.00	
Adults 55 and over	30.00	30.00	30.00	
Husband or Wife and Family	75.00	75.00	75.00	
Family	100.00	100.00	100.00	
Lincoln Swimming Lessons per person/per session	20.00	20.00	20.00	25.00
WATER PARK				
Locker/Life Jacket Rental	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	
Inner Tube Rental - Single	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	
Daily Fees				
Children 4 & under w/paying adult	Free	Free	Free	
Children 5 to 15	5.00	6.00	6.00	
Adults 16 to 54	6.00	7.00	7.00	
Adults 55 and over	5.00	6.00	6.00	
Twilight Fee after 7:00 pm	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	
Family One Day Pass (Family includes two adults and up to four children)	20.00	22.00	22.00	
Season Passes				
Children 5 to 15	65.00	65.00	70.00	
Adults 16 to 54	75.00	75.00	80.00	
Adults 55 and over	65.00	65.00	70.00	
Husband or Wife and Family	140.00	140.00	150.00	
Family	170.00	170.00	180.00	
Replace Season Pass	5.00	5.00	5.00	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Gold Season Passes				
Children 5 - 15				90.00
Adults 16 to 54				100.00
Adults 55 and over				90.00
Husband or Wife and Family				190.00
Family				225.00
Group Fees - Age Group				
10-29 people 5 to 15	4.75	5.75	5.75	
10-29 people 16 to 54	5.75	6.75	6.75	
10-29 people 55 and over	4.75	5.75	5.75	
30-59 people 5 to 15	4.50	5.50	5.50	
30-59 people 16 to 54	5.50	6.50	6.50	
30-59 people 55 and over	4.50	5.50	5.50	
60+ people 5 to 15	4.25	5.25	5.25	
60+ people 16 to 54	5.25	6.25	6.25	
60+ people 55 and over	4.25	5.25	5.25	
Consignment Program - Island Oasis				
Age 5-15	4.00	4.50	4.50	
Age 16-55	5.00	5.50	5.50	
55 - Over	4.00	4.50	4.50	
Family		20.00	20.00	
Pool Rental	350.00/1 hr, includes the use of inner tubes	400.00/1 hr, includes the use of inner tubes	400.00/1 hr, includes the use of inner tubes	
Swimming Lessons	20.00 per session	20.00 per session	20.00 per session	25.00 per session
Souvenir Stand items				1.00-20.00
Concession Stand Items				.50-15.00
GOLF COURSE				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
Weekday Golfing				
Seniors 55 and older (weekdays & after 1:00 on weekends)				
9 holes	10.00	10.00	10.00	11.00
18 holes	14.00	14.00	14.00	16.00
9 holes	12.00	12.00	12.00	13.00
Additional 9 holes weekdays	4.00	4.00	4.00	5.00
Additional 9 holes weekends	4.00	4.00	4.00	5.00
Junior Golf-9 holes (weekdays & after 1:00 on weekends)	7.00	7.00	7.00	8.00
18 holes	16.00	16.00	16.00	18.00
Junior Golf-18 holes (weekdays & after 1:00 on weekends)	11.00	11.00	11.00	13.00
Weekend/Holiday Golfing				
9 holes	14.00	14.00	14.00	15.00
18 holes	18.00	18.00	18.00	20.00
Passes (annual)				
Adult Seven Day	495.00	495.00	495.00	520.00
Additional Family Member	220.00	220.00	220.00	230.00
Family Pass	715.00	715.00	715.00	750.00
Adult Five Day Pass (Mon-Fri only)	368.00	368.00	368.00	390.00
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	150.00	150.00	150.00	160.00

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	285.00	285.00	285.00	299.00
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	1.87	1.87	1.87	
Cart Rental				
9 holes, per rider	7.00	8.00	8.00	
18 holes, per rider	11.00	12.00	12.00	
Golf Cart Punch Cards - 9 holes	99.00	99.00	99.00	
Golf Cart Punch Cards - 18 holes	155.00	155.00	155.00	
Group Fees/Discount Booklets				
25 - Rounds	316.25	350.00	350.00	375.00
50 - Rounds	605.00	690.00	690.00	740.00
100 - Rounds	1155.00	1350.00	1350.00	1450.00
Green Fee Discounts for large groups				
25-49 people	5%	5%	5%	
50-100 people	10%	10%	10%	
Over 100 people	15%	15%	15%	
HEARTLAND PUBLIC SHOOTING PARK ALL FEES EFFECTIVE JANUARY 1, 2011				
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
Archery (Adult)		5.00	5.00	
Archery (Youth)		2.50	2.50	
Adult Skeet/trap per round (25 targets/round)	5.00	5.00	5.25	5.50
Skeet/Trap - Youth Rate (age 18 & under)	3.50	3.50	3.75	4.00
Skeet/Trap Punch Card rate - 12 rounds @ 4.34/round	55.00	55.00	57.50	
Adult Sporting Clays per round (50 targets/round)	15.00	15.00	16.00	
Adult Sporting Clays per round (100 targets/round)		27.50	28.50	
Sporting Clays - Punch Card rate - 6 rounds @ 11.66/round		80.00	85.00	
Youth Sporting Clays per round (50 target/round)	7.50	10.00	11.00	
Youth Sporting Clays per round (100 target/round)		20.00	22.00	
Counters - Trap/Skeet (per target)		0.13	0.13	
Counters - Sporting clays (per target)	.22 per target	0.19	0.22	
Adults 5 Stand per round (25 targets/round)	6.00	6.00	6.00	
Youth 5 Stand per round (25 targets/round)	4.00	4.00	4.00	
Daily fee Rifle/Handgun Adult **	10.00	10.00**	10.00**	
Daily fee Rifle/Handgun Youth **	5.00	5.00**	5.00**	
Punch Cards (6 days at \$7.50)	45.00	45.00	45.00	
Family Pass Rifle/Handgun (12 months)	150.00	150.00	150.00	
.22 Rimfire Range Adult (per hour)		10.00	10.00	
.22 Rimfire Range Youth (per hour)		5.00	5.00	
Rifle Range Rental w/o RSO (Law Enforcement per day)*		100.00*	100.00*	
Rifle Range Rental with RSO (Law Enforcement per day)		200.00	200.00	
Rifle Range Rental w/o RSO (Business Rate per day)*	100.00*	150.00*	150.00*	
Rifle Range Rental with RSO (Business Rate per day)		250.00	250.00	
Golf Cart Rental per round (per rider)	3.00	3.00	4.00	
Golf Cart Rental per half day			25.00	
Golf Cart Rental per day (4 rider limit)	25.00	50.00	50.00	
Range time for Instructors with staff 5 per student minimum charge			20.00	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Range time for Instructors without staff per student with no minimum			15.00	
Classroom Rental (Shooting Sports Educational per day)	100.00	100.00	100.00	
Classroom Rental (Business Rate per day)	200.00	200.00	200.00	
Classroom Rental with associated shooting event	N/C	N/C	N/C	
Camping with electricity/water (per night)	N/A	20.00	20.00	
Camping no water/electricity (per night)	N/A	5.00	5.00	
Stolley Park Train				
Individual Rates				
Ages 1 and under w/paying adult		Free	Free	
Ages 2 & 3 w/paying adult				1.00
Single rider (4 and over)		3.00	2.00	
10 Ride Punch Card (savings of 2.50)		17.50	17.50	
25 Ride Punch Card (savings of 12.50)		37.50	37.50	
50 Ride Punch Card (savings of 37.50)		62.50	62.50	
Unlimited rides			100.00/hour	
Group Rates				
10 to 24 Riders		1.75 each	1.75 each	
25 - 49 Riders		1.50 each	1.50 each	
50 + Riders		1.25 each	1.25 each	
PLANNING DEPARTMENT				
Zoning				
Zoning Map Amendment: Grand Island	350.00	400.00	400.00	750.00
Zoning Map Amendment: Hall County	350.00	400.00	400.00	Delete
Zoning Map Amendment: Villages	350.00	400.00	400.00	Delete
Ordinance Amendment	450.00	500.00	500.00	750.00
CD, RD, TD Rezoning, Grand Island	500.00	500.00	500.00	750.00
P.U. D. Rezoning, Hall County (4 or less lots)	250.00	300.00	300.00	Delete
P.U. D. Rezoning, Hall County (5 or more lots)	350.00 plus 10.00/lot	400.00 plus 10.00/lot	400.00 plus 10.00/lot	Delete
Subdivisions				
Preliminary Plat	350.00 plus 10.00/lot	350.00 plus 10.00/lot	350.00 plus 10.00/lot	400.00 plus 10.00/lot
Final Plat - Administrative Approval				
Grand Island	25.00	25.00	25.00	50.00
Alda & Doniphan	25.00	25.00	25.00	Delete
Final Plat				
Grand Island Jurisdiction	300.00	325.00	325.00	400.00 plus 10.00/lot
Elsewhere in Hall County	200.00	200.00	200.00	Delete
Vacation of Plat	200.00	200.00	200.00	
Lots more than 10 acres				
Grand Island Jurisdiction	300.00	325.00	325.00	Delete
Comprehensive Plan				
Map Amendment	350.00	400.00	400.00	750.00
Text Amendment	350.00	400.00	400.00	750.00
Publications				
Grand Island Street Directory	10.00	10.00	10.00	
Comprehensive Plan				
Grand Island	75.00	75.00	75.00	
Other Municipalities	50.00	50.00	50.00	
Zoning Ordinances				
Grand Island	15.00	15.00	15.00	25.00

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Other Municipalities	10.00	10.00	10.00	25.00
Subdivision regulations				
Grand Island	15.00	15.00	15.00	
Other Municipalities	10.00	10.00	10.00	15.00
Grand Island				
800 Scale Zoning Map Unassembled	100.00	100.00	100.00	
Generalized Zoning Map	40.00	40.00	40.00	50.00
Future Land Use Map	40.00	40.00	40.00	50.00
Grand Island Street Map	10.00	10.00	10.00	
Hall County				
Zoning Map Generalized	25.00	25.00	25.00	50.00
Zoning Map 2" = 1 mile	45.00	45.00	45.00	75.00
Road Map	10.00	10.00	10.00	
Wood River, Cairo, Doniphan, Alda				
Basemap	5.00	5.00	5.00	
Zoning Map	30.00	30.00	30.00	50.00
Other Maps				
School District Maps	30.00	30.00	30.00	50.00
Election District Maps	30.00	30.00	30.00	50.00
Fire District Maps	30.00	30.00	30.00	50.00
Custom Printed Maps	10.00/sq foot in	10.00/sq foot in	10.00/sq foot in	15.00/sq ft
Electronic Publications				
GIS Data CD	50.00	50.00	50.00	100.00
Aerial Photograph CD (MrSID Format)	50.00	50.00	50.00	100.00
Comprehensive Plans All Jurisdictions	50.00	50.00	50.00	100.00
Zoning and Subdivision Regulations All Jurisdictions	20.00	20.00	20.00	50.00
ArcPublisher Basemap All Jurisdictions	100.00	100.00	100.00	Delete
Custom ArcPublisher Map	100.00 plus 40.00/hr	100.00 plus 40.00/hr	100.00 plus 40.00/hr	Delete
Custom PDF Map				25.00/ 1/2 hr 150.00/hr
Research & Documentation Fee	95.00/hr Minimum 2 hr	95.00/hr Minimum 2 hr	95.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr
Flood Plain				
Letter of Map Interpretation				10.00
Review and Submission of LOMR				50.00
POLICE DEPARTMENT				
Copy of Reports (see below)	2.00	2.00	2.00	
Copy of Records 1-5 pages (for all pages, not each page)	1.00	1.00	1.00	
Copy of Records 6-10 pages (for all pages, not each page)	2.00	2.00	2.00	
Copy of Records 11-15 pages (for all pages, not each page)	3.00	3.00	3.00	
Bicycle License (one time)	0.00	0.00	0.00	
Firearms Permit	5.00	5.00	5.00	
Criminal Record Check (one time)	10.00	10.00	10.00	Delete
Towing Fee - Day	60.00	Actual Cost	Actual Cost	
Towing Fee - Night	80.00	Actual Cost	Actual Cost	
Impoundment Fee for TOWED Vehicle	30.00	30.00	30.00	
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00	
Alcohol Test for DUI (each time)	105.00	105.00	149.15	
Solicitor's Permit (30 day permit) *used to be under Administration	25.00	25.00	25.00	
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	
Street Vendor's Permit - 30 days	25.00	25.00	25.00	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Street Vendor's Permit - 90 days	60.00	60.00	60.00	
Street Vendor's Permit - 365 days	200.00	200.00	200.00	
Parking Ramp Permit Fees:				
Lower Level: "Reserved Monthly"	25.00/month	25.00/month	25.00/month	
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	15.00/month	
Reserved Daily Parking	0-2 hours/free	0-2 hours/free	Delete	
	Over 2 hours/5.00 per hour	Over 2 hours/5.00 per hour	Delete	
Reserved Daily Parking			Delete	
Downtown Metered Parking			20.00 per 120 to 180 minutes	
Additional 60 minutes or fraction thereof			20.00	
Downtown Express Zone Parking			25.00 per 21 to 40 minutes	
Additional 20 minutes or fraction thereof			25.00	
Police Issued Parking Tickets (tickets issued away from downtown)	10.00	10.00	10.00	
Parking Ramp Boot Fee	25.00	25.00	25.00	
Chamber Lot Parking Fee	10.00/year	10.00/year	10.00/year	50.00/year
Chamber Lot Boot Fee	25.00	25.00	25.00	
Vehicle Auction Bid Fee (annual-calendar year)	15.00	15.00	15.00	
PUBLIC WORKS DEPARTMENT				
ENGINEERING				
Cut and/or Opening Permit	15.00	15.00	15.00	
Sidewalk and/or Driveway permit	15.00	15.00	15.00	
Sewer Tap Permit (Breakdown: PW 11.90, Building 23.10)	30.00	30.00	35.00	
GIS CD Aerial photos on CD or DVD	50.00	50.00	50.00	
s.f. Mylar Sepia	2.25	2.25	2.25	
Traffic Count Map	10.00	10.00	10.00	
Aerial Photos - Individuals, businesses and consultants working for profit	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.50/sf	
Directory Map	Planning sells	Planning sells	Planning sells	
Computer setup	15.00	15.00	15.00	
Quarter Section or any part thereof	5.00	5.00	5.00	
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	15.00	
License Agreement Application (Non-refundable)	100.00	100.00	100.00	
License Agreement Appeal	50.00	50.00	50.00	
	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	
Permit and Plan Review Fee				
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	.50/sf	
Application for vacation of Right-of-Way or Easement (Non-refundable)	100.00	100.00	100.00	
Investigation Fee (per Section 30-28 of City Code)			35.00	
STREETS DIVISION				
Pavement cut (sawed), whether bituminous or concrete	3.00/lf + 14.00 callout	4.00/lf + 25.00 callout	4.50/lf + 30.00 callout	

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
Curb section milling for driveways	7.00/lf + 22.00 call out & permits	7.50/lf + 25.00 call out and permits	8.50/lf + 30.00 callout and permits	
Remove & replace 4" Concrete Sidewalk	4.50/sf	5.00/sf	5.75/sf	
Remove & replace 5" Concrete Sidewalk or Drive	4.75/sf	5.75/sf	6.50/sf	
Replace 6" Concrete Paving with 7" Concrete Paving	35.00/sy	38.00/sy	43.50/sf	
Add 1 inch additional thickness over 6" concrete pavement	3.00/sy	3.25/sy	3.75/sy	
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	45.00/sy	48.00/sy	55.00/sy	
Replacement of 6" bituminous surfaced pavement without a concrete base	38.00/sy	40.00/sy	46.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving	32.00/sy	35.00/sy	40.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off season)	38.00/sy	45.00/sy	52.00/sy	
WASTEWATER TREATMENT (as Approved by Ordinance)				
Sewer Tap Permit (See engineering fees)				
Sewer Service Charge per month	8.00	8.24	8.24	
Monthly sewer bill for customers not hooked to City water	18.68	19.24	19.24	19.84
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.59	0.61	0.61	0.63
SEPTIC TANK CHARGES				
Charges for Septic Tank Sludge minimum fee	7.42	7.64	7.64	8.00
Charges for Septic Tank Sludge per 100 gallons	6.76	6.96	6.96	7.20
Charges for High Strength Septic Sludge per 1,000 gallons		400.00	400.00	410.00
FLOW CHARGES				
Cost per 100 Cubic feet of Flow (customers discharging directly into City's Treatment Plant)			1.29	1.20
Cost per 100 Cubic feet of Flow (customers using City's collection system)	1.33	1.37	1.45	1.68
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	0.4058	0.418	0.5800	0.7770
INDUSTRIAL WASTE SURCHARGES				
BOD Charge \$/lb over 250 mg/l	0.2724	0.2806	0.2806	0.3042
SS Charge \$/lb over 250 mg/l	0.2116	0.2180	0.2180	
Oil & Grease \$/lb over 100 mg/l	0.0111	0.0115	0.1465	
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.362	0.3729	0.5539	0.5701
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES				
BOD Charge (\$/lb over 0 mg/l)	0.27240	0.2806	0.2806	0.3042
SS Charge (\$/lb over 0 mg/l)	0.2116	0.218	0.2180	
Oil & Grease (\$/lb over 0 mg/l)	0.0111	0.0115	0.1465	
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.362	0.3729	0.5539	0.5701
HYDROGEN SULFIDE CHARGES				
Total Sulfide charges for industrial discharging directly into City's Treatment Plant + \$9160.00 per month, plus total sulfide \$/lb over 0 mg/l	0.1215	0.1215	0.3569	0.3899
Total Sulfide \$/lb over 0 mg/l (for customer's using City's collection system)	0.1215	0.1252	0.3569	0.3899

Proposed Fee Schedule for 2011				
	2008	2009	2010	2011
SOLID WASTE				
Minimum Charge (Landfill)	1 ton	1 ton	1 ton	
Minimum Charge (Transfer Station)	12.00	12.00	12.00	
A penalty will be applied at both locations (Transfer Station and Landfill) when the delivering vehicle is not properly equipped or the load is not completely covered.				
Passenger tire	3.25/tire	3.25/tire	3.25/tire	
Passenger tire on rim	13.25/tire	13.25/tire	13.25/tire	
Truck tire	10.00/tire	10.00/tire	10.00/tire	
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire	
Implement tire	25.00/tire	25.00/tire	25.00/tire	
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire	
Special Waste (as designated by Superintendent)* Fee set by Superintendent based on product received	Double the applicable rate	Double the applicable rate	Double the applicable rate	
Drive Off Fees	25.00	25.00	25.00	
Appliances	10.00	10.00	10.00	
LANDFILL SITE				
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.				
General Refuse, solid waste (Residential Packer Truck)	27.50/ton	27.50/ton	27.50/ton	
General Refuse, solid waste+ and demolition material (Commercial/Rolloffs)	31.20/ton	31.20/ton	31.20/ton	
Contaminated Soil	15.00/ton	15.00/ton	15.00/ton	
Street Sweepings	4.00/ton	4.00/ton	4.00/ton	
Liquid waste - sludge	not accepted	not accepted	not accepted	
Asbestos	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	
Tails & by-products	34.40/ton	34.40/ton	34.40/ton	
Set pricing for special projects with the approval of the Public Works Director and City Administrator				
TRANSFER STATION				
General Refuse, solid waste (Residential Packer Truck)	29.85/ton	29.85/ton	29.85/ton	
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	37.10/ton	37.10/ton	37.10/ton	
COMPOST SITE				
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler				
Private Vehicles Yard Waste - clean grass, leaves or other compostable yard and garden waste	No Charge	No Charge	No Charge	
Commercial Hauler Yard Waste - clean grass, leaves or other compostable yard and garden waste	37.10/ton	37.10/ton	37.10/ton	
Clean lumber, trees or branches - limbs and whole trees must be 10" or less in diameter	37.10/ton	37.10/ton	37.10/ton	
UTILITY SERVICE FEES				
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	
Return Check Charge	25.00	30.00	30.00	35.00
Turn on Charge (non payment)	35.00	35.00	35.00	40.00

[illegible]

RESOLUTION 2010-235

WHEREAS, the 2010/2011 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the City Council approved the Proposed Fiscal Year 2010/2011 Budget on August 17, 2010 and will adopt it at the September 7, 2010 meeting; and

WHEREAS, the Fee Schedule rates are incorporated into the Proposed Fiscal Year 2010/2011 Budget revenue numbers; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2010/2011 proposed Fee Schedule be accepted and incorporated into that year's budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item I6

#2010-236 - Consideration of Approving Dental Contract

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 24, 2010

Subject: Approving Administrative Services Contract for Dental Insurance

Item #'s: I-6

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Last year the City shopped its health and dental package. RCI was the vendor chosen to provide administrative services for the plan. The City's dental plan is self insured. Therefore the services rendered are for the processing and payment of claims.

Discussion

This past year the claims incurred and paid have seen a fairly substantial increase. As the human resources staff has evaluated the claims data to identify reasons for this, one area that has played a major role is the lack of a network that provides negotiated rates. With our previous carrier we had a network, albeit a small one, there were discounts that were realized by the plan. Once the change to RCI was made we benefited from lower administrative fees but paid higher claims without the network discounts. As is the case with self insured plans, the majority of expense is in the claims side of the equation.

An ad was placed for a request for proposal and several quality proposals were received. The health insurance committee interviewed three companies that submitted proposals that most closely met the needs of the City. Committee members voted on the proposals and the majority of the committee voted to propose Delta Dental of Nebraska to provide the Administrative services for the City's dental plan. The administrative fees are higher than our current administrator but they had the largest network of the companies interviewed. I believe the City and the employee will realize a substantial claims reduction. Based on our current year's claims that were run through the proposed network, the City would have saved roughly \$45,000 in annualized claims paid. The savings are partially offset by incremental costs of approximately \$12,000. These costs are related to the additional administrative costs of \$2.10 per employee per month in

administrative fees. The discounts will far outweigh the additional costs. The references came back stellar on Delta's performance as a dental plan administrator. This coupled with the opportunity for plan savings cost make Delta a smart choice in administrative service providers. The recommendation from the Human Resources Director as well as the Health Insurance Committee is to make Delta Dental of Nebraska the new dental plan administrator as of 10-01-10.

This change removes the dental from the administrative package that we currently have with RCI. The annual healthcare renewal documents will reflect this change.

While the issue at hand is the proposed dental contract, I would like to take this opportunity to inform the Council of changes to our health insurance program at the same time so that we can see changes in the benefit package in its totality. Due to the impact of health care reform and the spike in claims that our plan has experienced this past year we anticipate increases in reinsurance costs as well as the actuarial numbers for the maximum claims renewal numbers. The preliminary numbers that we have seen reinforce that assertion.

The Citywide Health Insurance Committee has met and discussed ways to offset the anticipated increases and have forwarded recommendations which have been communicated to the City Administrator for his approval. These recommendations will provide for more cost sharing by the employee as things like office co-pays will increase from \$25 -\$35 for general practitioners and from \$35 to \$50 for specialists. In addition, the current deductible of \$300 per person, \$600 per family will increase to \$500 per person and \$1,000 per family. When deductibles move up, so does the maximum out of pocket. It will increase from \$1,300 per person to \$1,800 per person and from \$2,600 per family to \$3,600 per family. The last change that will be implemented is the elimination of infertility benefits. The changes in benefits will translate into no increase in monthly premiums for the upcoming plan year. The annual renewal contract will arrive in September.

RCI has been notified that we are bringing forward a contract for dental services with another carrier that can offer the network discounts and as we could have expected, RCI has been very gracious in offering to work with the new vendor in transferring claims information.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a contract with Delta Dental of Nebraska to administer the City's dental plan.

Sample Motion

Move to approve a contract with Delta Dental of Nebraska for the administration of the City dental plan.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum is entered into by and between _____ (“Covered Entity”) and Delta Dental of Nebraska (“Business Associate”), and is incorporated into and is made part of the Group Dental Plan Contract, (the “Agreement”) entered into by and between the parties.

SECTION 1 – BUSINESS ASSOCIATE PROVISIONS

- 1.1 **Introduction.** Pursuant to the Agreement, Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use and disclosure of Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Parts 160 and 164 (“Privacy Regulations”). This Section 1 is intended to meet the requirements of the “business associate” provisions of Privacy Regulations and will govern the terms and conditions under which the Business Associate may use or disclose Protected Health Information.
- 1.2 **Permitted Uses and Disclosures**
- (a) Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Agreement and as permitted or required by this Addendum or the Privacy Regulations.
 - (b) Business Associate may use or disclose Protected Health Information for the proper management and administration of its business or to carry out its legal responsibilities.
 - (c) Business Associate may disclose Protected Health Information for the proper management and administration of its business, if
 - i. the disclosures are required by law, or
 - ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
 - (d) Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity.
- 1.3 **Limitations on Uses and Disclosures.** With respect to Protected Health Information that Business Associate creates or receives on behalf of Covered Entity, Business Associate will not use or further disclose the Protected Health Information other than as permitted or required by this Addendum or as required by law.
- 1.4 **Additional Obligations of Business Associate.** Except as otherwise specified herein, the provisions of this Paragraph 1.4 apply only to Protected Health Information that Business Associate creates or receives on Covered Entity’s behalf.

- (a) Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum.
- (b) Reporting and Mitigation. Business Associate will report to Covered Entity any use or disclosure of Protected Health Information by Business Associate not provided for by this Addendum within ten (10) business days of its discovery by Business Associate. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure in violation of this Addendum.
- (c) Agents and Subcontractors. Business Associate will ensure that any agent or subcontractor to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply by and through this Addendum to Business Associate with respect to such information.
- (d) Access to Designated Record Set. At the request of Covered Entity, and in the time and manner designated by Covered Entity, Business Associate will provide access to Protected Health Information in a Designated Record Set to Covered Entity, or as directed by Covered Entity, or to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.
- (e) Amendment of Protected Health Information. Following its receipt of a written request from Covered Entity or an Individual, Business Associate will incorporate any Amendment to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to in accordance with the Privacy Regulations.
- (f) Disclosure Accounting. Following its receipt of a written request from Covered Entity, Business Associate will make available to Covered Entity any information it may reasonably need for it to provide an accounting of disclosures made by Business Associate of an Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.
- (g) Access to Business Associate's Internal Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or the Secretary, for the purposes of the Secretary's determining Covered Entity's compliance with the Privacy Regulations.

1.5 Disposition of Protected Health Information.

- (a) Term. The Term of this Addendum will begin and become effective on the compliance date applicable to Covered Entity under the Privacy Regulations, and shall terminate when all of the Protected Health Information created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Paragraph 1.5.
- (b) Termination. In the event that Covered Entity discovers and determines that Business Associate materially breached or violated any of its obligations under this Addendum, Covered Entity will notify Business Associate of such breach in writing. Covered Entity may terminate the Agreement or may provide Business Associate with an opportunity to take reasonable steps to cure the breach or end the violation, as applicable, within a

mutually agreed upon period of time. If Business Associate's attempts to cure the breach or end the violation are unsuccessful within that period without limiting the rights of the parties under the Agreement, Covered Entity may terminate the Agreement.

(c) Effect of Termination.

- i. Except as provided in paragraph (ii) of this sub-paragraph, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information created or received by it on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its subcontractors or agents. Business Associate will not retain any copies of Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

SECTION 2 – TRADING PARTNER PROVISIONS

- 2.1 **Introduction.** This Section 2 applies to the extent that Business Associate and Covered Entity conduct electronic transactions that are subject to HIPAA, 45 C.F.R. Parts 160 and 162 (the "Electronic Transactions Regulations"). The Business Associate may be considered a "trading partner" of the Covered Entity under the Electronic Transactions Regulations. This Section 2 will govern the terms and conditions under which electronic transactions are conducted.
- 2.2 **Compliant Transactions.** Transactions related to health care and required by HIPAA between Covered Entity and Business Associate, their agents or another health plan will be transmitted in an applicable standard under HIPAA ("Standard Transaction").
- 2.3 **Trading Partner Provisions.** With respect to a Standard Transaction, Covered Entity and the Business Associate agree that they will not:
 - (a) Change the definition, data condition, or use of a data element or segment;
 - (b) Add any data elements or segments to the maximum defined data set;
 - (c) Use any code or data elements that are either marked "not used" in the standard implementation specification or are not in the standard's implementation specifications; nor
 - (d) Change the meaning or intent of the standard's implementation specifications.

- 2.4 **Business Partner Provisions.** The Business Associate will comply with HIPAA requirements applicable to Standard Transactions and require its agents and subcontractors to comply with HIPAA requirements applicable to Standard Transactions.

SECTION 3 – ELECTRONIC SECURITY PROVISIONS

- 3.1 **Introduction.** This Section 3 applies to the extent electronic data will be exchanged between the Business Associate and Covered Entity. The Business Associate may be considered a Business Associate of the Covered Entity under HIPAA, 45 C.F.R. Parts 160 and 164 (the “Security Regulations”). This Section 3 will govern the terms and conditions under which electronic data is exchanged.
- 3.2 **Security Regulations.** Business Associate agrees to:
- (a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Protected Health Information that it creates, maintains or transmits on behalf of the Covered Entity;
 - (b) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
 - (c) Report to the Covered Entity any Security Incident of which it becomes aware;
 - (d) Authorize termination of the Agreement if the Covered Entity determines that the Business Associate has violated a material term of the Agreement.

SECTION 4 – GENERAL PROVISIONS

- 4.1 **Definitions.** All terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 C.F.R. §§ 160.103 and 164.501.
- 4.2 **Conflict.** Except as specifically set forth herein, all terms of the Agreement will continue in full force and effect. In the case of any conflict among the provisions of this Addendum and the Agreement, the terms of this Addendum will prevail.
- 4.3 **Interpretation.** Any ambiguity in this Addendum will be resolved in favor of a meaning that complies and is consistent with the Privacy Regulations. This Addendum and all other agreements between Covered Entity and Business Associate will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Regulations.
- 4.4 **Survival.** This Addendum will survive the expiration or termination of the Agreement and remain in full force and effect for so long as Business Associate or any of its agents or contractors remain in possession, pursuant to Paragraph 1.4(c) hereof, of any Protected Health Information that Business Associate creates or receives on Covered Entity's behalf, and will terminate immediately thereafter.
- 4.5 **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity, except as otherwise provided herein.

- 4.6 **Indemnity.** Business Associate will indemnify and hold harmless Covered Entity and Covered Entity's affiliates, officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Business Associate or any subcontractor, agent, person or entity under Business Associate's control.
- 4.7 **Conformance with Law.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on the Business Associate remain in compliance with these regulations.
- 4.8 **Governing Law.** This Addendum will be governed by and construed in accordance with the laws of the state of Minnesota to the extent not preempted by applicable federal law.
- 4.9 **No Third Party Beneficiaries.** Nothing express or implied in this Addendum confers upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 4.10 **Breach.** "Breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted by 45 C.F.R. part 164, subpart E which compromises the security or privacy of such information (meaning that it poses a significant risk of financial, reputational, or other harm to the individual). A use or disclosure of PHI that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the PHI. "Breach" does not include: (1) any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Business Associate if such acquisition, access, or use was made in good faith and within the course and scope of the authority and does not result in further use or disclosure in a manner not permitted by 45 C.F.R. part 164, subpart E; (2) any inadvertent disclosure by a person who is authorized to access PHI at a Business Associate to another person authorized to access PHI at the Business Associate, and any such information received as a result of the disclosure is not further used or disclosed in a manner not permitted by 45 C.F.R. part 164, subpart E; or (3) a disclosure of PHI where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably be able to retain such information.
- 4.11 **Breach Notification Requirements.** "Breach Notification Requirements" means the requirements of 42 U.S.C. § 17932 and regulations issued there under, including 45 C.F.R. part 164, subpart D.
- 4.12 **HITECH.** "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act and any accompanying regulations, as the same may be amended from time to time.
- 4.13 **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E
- 4.14 **Security Rule.** "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.
- 4.15 **1.6 Unsecured Protected Health Information.** "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009).

SECTION 5 – COMPLIANCE WITH HITECH

5.1 Security Regulations. Business Associate shall comply with each of the security regulations set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 in the same manner that such sections apply to the Covered Entity.

5.2 Breach Notification. The following provisions regarding Breach notification are effective with regard to Breaches occurring on or after September 23, 2009. These obligations are in addition to those contained in the Addendum regarding the duty to report violations of the Addendum.

- (a) **Monitoring and Reporting Incidents of Unauthorized Use or Disclosure of Unsecured PHI.** Business Associate will take reasonable steps to monitor the unauthorized acquisition, access, use, and disclosure (subsequently referred to as use or disclosure) of Unsecured PHI relating to Covered Entity. In particular, individuals who use or disclose PHI relating to Covered Entity on behalf of Business Associate will be required to report all such unauthorized use or disclosure to Business Associate's Privacy Officer or designated individual.
- (b) **Determination Whether Unauthorized Use or Disclosure Constitutes Breach.** Upon receiving a report of unauthorized use or disclosure, Business Associate will undertake a risk assessment to determine whether the unauthorized use or disclosure constitutes a Breach of Unsecured PHI. The Business Associate will make and retain records of such determinations, including the basis for determinations that unauthorized uses or disclosures are not Breaches of Unsecured PHI.
- (c) **Notice to Affected Individuals of Breach.** If the unauthorized use or disclosure constitutes a Breach, the Business Associate will notify the Individual(s) whose Unsecured PHI was used or disclosed improperly in accordance with the Breach Notification Requirements via written notice, substitute notice or notice in urgent situations, as appropriate. Written notices will be written in plain language and will include, to the extent possible:
 - (i) a brief description of what happened, including the date of the Breach and the date of discovery of the Breach;
 - (ii) a description of the types of Unsecured PHI involved (without, however, including specific PHI);
 - (iii) any steps Individuals should take to prevent potential harm resulting from the Breach;
 - (iv) a brief description of what the Business Associate is doing (i) to investigate the Breach, (ii) to mitigate harm to Individuals and (iii) to protect against further Breaches; and
 - (v) contact procedures for Individuals to ask Business Associate questions or learn additional information, including a toll-free telephone number, e-mail address, website, or postal address.

Such notification will be provided without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach. Business Associate will provide Covered Entity with a copy of the notice it determines is required by this paragraph (c).

- (d) **Notice to Media of Breaches Involving More Than 500 Residents of Same State or Jurisdiction.** If a Breach involves more than 500 residents of the same State or jurisdiction, the Business Associate will notify the media in accordance with the Breach Notification Requirements. Such notification will be provided without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach. Business Associate will provide Covered Entity with a copy of the notice it determines is required by this paragraph (d) prior to its distribution for review and approval by Covered Entity, which approval will not be unreasonably withheld.
- (e) **Notice to Covered Entity of Breaches Involving 500 or More Individuals.** If a Breach involves 500 or more individuals, the Business Associate will notify Covered Entity with all the appropriate information so Covered Entity can notify HHS in the manner specified in the Breach Notification Requirements and on the HHS website. Business Associate will provide such notification without unreasonable delay and in no case later than 30 calendar days after discovery of the Breach.
- (f) **Maintenance of Log Involving Less than 500 Individuals.** The Business Associate will maintain a log of Breaches involving less than 500 Individuals.
- (g) **Delayed Notification.** Notwithstanding paragraphs (c) and (d) above, if a law enforcement official provides Business Associate with a statement that the notification required under paragraphs (c) and (d) above would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for the period of time set forth in the statement. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under paragraphs (c) and (d) for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to demonstrate that the required notification under this paragraph was made.

5.3 Request for Restrictions on Disclosure of PHI. If required by Section 13405 of HITECH (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

5.4 Breach by Covered Entity. Effective only if required under Section 13404 of HITECH, if Business Associate knows of a pattern of activity or practice of Business Associate or Covered Entity that constitutes a material breach or violation of the Covered Entity's obligation under the Addendum, Business Associate must take reasonable steps to cure the breach or end the violation, and, if such steps are unsuccessful, terminate the Addendum or report the problem to the Secretary if termination is infeasible.

5.5 Minimum Necessary Uses and Disclosures

- (a) **Minimum Necessary Standard.** Business Associate shall limit its use and disclosure of PHI to the "minimum necessary," as set forth in guidance that the Secretary will issue. From February 17, 2010 until the issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R. § 164.514

(e) (2), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. In the case of disclosure of PHI, the Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of the disclosure.

- (b) **Exceptions to Minimum Necessary Standard.** Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of 45 C.F.R. part 164, subpart E.

5.6 Access to and Accounting of Disclosures of Electronic Health Records. If and to the extent Business Associate uses or maintains an electronic health record, as that term is defined in Section 13400 of HITECH, with respect to PHI, Business Associate shall respond to requests from Individuals for an accounting of disclosures as described in §13405(c) of HITECH if, and when, required by § 13405(c) of HITECH. Business Associate acknowledges that Covered Entity will, in response to a request for an accounting by an Individual, provide a list of all business associates with contact information, as permitted by § 13405(c)(3)(B). Additionally, an Individual shall have a right to obtain a copy of an electronic health record with respect to PHI in an electronic format, if the Individual chooses, and to direct Business Associate to transmit such copy to an entity or person designated by the Individual, provided the designation is clear, conspicuous and specific. Any fee for providing such electronic copy (or a summary or explanation of such information) shall not be greater than the Business Associate's labor costs in responding to the request for the copy (or summary or explanation).

5.7 Remuneration for PHI.

- (a) Except as set forth in paragraph (b) below, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to the Covered Entity a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.
- (b) Paragraph (a) above does not apply if the purpose of the exchange is: (1) for public health activities (as described in 45 C.F.R. § 164.512(b)); (2) for research, as described in 45 C.F.R. §§ 164.501 and 164.512(i), and the price charged reflects the cost of preparation and transmittal of the data for such purpose; (3) for the treatment of the Individual, subject to any applicable regulation that the Secretary may promulgate to prevent PHI from inappropriate access, use, or disclosure; (4) for the sale, transfer, merger, or consolidation of all or part of the Covered Entity with another covered entity under 45 C.F.R. §160.103, or an entity that following such activity will be considered a covered entity, and due diligence related to such activity; (5) for remuneration that is provided by Covered Entity to Business Associate for the purpose of providing services to Covered Entity; (6) to provide an Individual with a copy of the Individual's PHI pursuant to 45 C.F.R. § 164.524; and (7) as otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the other exceptions in this paragraph (b).
- (c) This Section 2.7 is effective on the date that is six (6) months after the date of promulgation of final regulations to implement Section 13405(d) of HITECH.

5.8 Marketing Restrictions.

- (a) Business Associate shall not consider communications by Business Associate that meet the definition of marketing set forth in 45 C.F.R. § 164.501 to be part of the term health care operations as set forth in 45 C.F.R. § 164.501 (unless the communication is made as described in subparagraph (i), (ii) or (iii) of paragraph (1) in the definition of marketing set forth in 45 C.F.R. § 164.501).
- (b) Business Associate shall not consider communications by Business Associate that fall within the exceptions to the term marketing as set forth in 45 C.F.R. § 164.501(1)(i), (ii), or (iii) to be part of the term health care operations as set forth in 45 C.F.R. § 164.501 if the Business Associate receives or has received direct or indirect remuneration in exchange for making such communications, unless: (1) the communications describe only a drug or biological that is currently being prescribed for the recipient of the communication, and the payment received in exchange for making the communication is reasonable in amount, as defined by the Secretary in regulation; or (2) the communication by Business Associate is consistent with the Addendum and this Amendment.

5.9 Fundraising Limitations. Business Associate shall ensure that any fundraising communication Business Associate makes that is a health care operation as defined in 45 C.F.R. § 164.501 provides in a clear and conspicuous manner the opportunity for the recipient of the communication to elect not to receive any further such communications. Business Associate shall ensure that all Individuals electing not to receive any further such fundraising communications do not receive any further such communications.

SECTION 6 – MISCELLANEOUS

6.1 Regulatory References. A reference in this Amendment to a section in HITECH or the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

6.2 Modification. Business Associate and Covered entity agree to take such action as is necessary to amend this Amendment from time to time as is necessary for Covered Entity to comply with the requirements of HITECH and HIPAA.

6.3 Effect on Addendum. Except as specifically required to implement the purposes of this Amendment, or to the extent inconsistent with this Amendment, all other terms of the Addendum shall remain in full force and effect.

6.4 Interpretation. Any ambiguity in this Amendment shall be resolved in favor of a meaning that permits Covered Entity to comply with HITECH.

IN WITNESS WHEREOF, the parties have each caused this Amendment to be executed by an authorized officer, as of the date below.

Covered Entity

This ____ day of _____, _____

As plan administrator, on behalf of the _____, Dental Plan
[Company Name]

By: _____

Print Name: _____

Title: _____

Business Associate

This ____ day of _____

Delta Dental of Nebraska

By: _____

Print Name: Joseph P. Lally

Title: Vice President



Master Dental Contract Application Individually Rated Plans

PART A - COMPANY INFORMATION

Legal Company Name	City of Grand Island		
Address	100 E. 1 st Street	Phone	(308) 385-5444 ext. 111
		County	Hall
City	Grand Island	State	NE Zip Code 68801
Plan Effective Date:	October 1, 2010	Plan Benefit Year:	<input checked="" type="checkbox"/> Calendar <input type="checkbox"/> Other: _____
Total number of eligible* employees: 480			
*Eligible employees are all employees working 30 hours or more per week.			
Eligibility waiting period for new employees: First of month following: 2 calendar months of employment			
Return to work guidelines: N/A Status change (i.e. part time to full time): Standard			
Coverage Type: <input checked="" type="checkbox"/> Employee Only <input type="checkbox"/> Employee + 1 <input checked="" type="checkbox"/> Employee + Sp <input checked="" type="checkbox"/> Employee + Child(ren) <input checked="" type="checkbox"/> Family			
Participation Requirements: <input type="checkbox"/> Employee/Dependent: _____ % / _____ % OR <input checked="" type="checkbox"/> As Currently Enrolled			
Does your company currently have a dental plan? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Name of carrier: RCI			
Length of coverage: _____			
<input type="checkbox"/> Medical Lock (include a copy of most recent medical billing statement).			

PART B - DENTAL PROGRAM - PRODUCT/NETWORK

PRODUCT	NETWORK(S)
<input type="checkbox"/> Comprehensive Standard	<input checked="" type="checkbox"/> Delta Dental PPO (PPO)
<input checked="" type="checkbox"/> Comprehensive Enhanced	<input checked="" type="checkbox"/> Delta Dental Premier (DP)
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

PART C - PLAN DESIGN

	PPO	DP	OON	DEDUCTIBLE APPLIES		PPO	DP	OON
Diagnostic & Preventive Services	100%	100%	100%		ANNUAL DEDUCTIBLES: Individual Maximum: \$ 50 \$ 50 \$ 50 Family Maximum: \$ 150 \$ 150 \$ 150 MAXIMUMS: Annual Per Person: \$ 1500 \$ 1500 \$ 1500 Lifetime Orthodontics: \$ N/A \$ N/A \$ N/A			
Basic Services	80%	80%	80%	X				
Endodontics	80%	80%	80%	X				
Periodontics	80%	80%	80%	X				
Oral Surgery	80%	80%	80%	X				
Major Restorative Services	50%	50%	50%	X				
Prosthetic Repairs and Adjustments	50%	50%	50%	X				
Prosthetics	50%	50%	50%	X				
Traditional Orthodontic Plan Services	N/A	N/A	N/A					
<input type="checkbox"/> Dependent Child Only <input type="checkbox"/> Ages 8 through 18 <input type="checkbox"/> Other: _____								
<input type="checkbox"/> Adult and Dependent Child <input type="checkbox"/> Ages 8 through 99 <input type="checkbox"/> Other: _____								
<input type="checkbox"/> PLAN I – TRADITIONAL ORTHODONTIC PLAN SERVICES Does the prior dental plan have orthodontic coverage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								

PART D – OPEN ENROLLMENT

Open Enrollment ☒ Annual ☒ None ☐ Other: _____

PART E - FUNDING TYPE

PART F - PAYMENT METHOD

<input type="checkbox"/> RISK The first month's premium check must accompany this completed Master Dental Contract Application. Future premium payments are due on the first of each premium month.	<input checked="" type="checkbox"/> ACH (Preferred Method)
<input type="checkbox"/> ASO Monthly (less than \$50,000 in claims processed monthly) <input checked="" type="checkbox"/> ASO Weekly (greater than \$50,000 in claims processed monthly) Administrative Fee (PEPM): <u>\$4.10</u>	<input type="checkbox"/> Wire Transfer
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Check

PART G - AGENT OF RECORD (if applicable)

Agency Name	<u>Strong Financial Resources, Inc.</u>	Broker Name	<u>Calvin Strong</u>
Address	<u>1611 10th Street</u>	Phone	<u>(402) 694-3033</u>
		Fax	<u>(402) 694-3012</u>
City	<u>Aurora</u>	State	<u>NE</u> Zip Code <u>68818</u>
		Tax ID Number	
		Note: Commissions will be paid to this TIN.	
_____ Broker Signature		_____ NE Insurance Producer License ID Number	

PART H - INSTRUCTIONS

1. Complete Master Dental Contract Application.
2. Have each employee complete and sign a Membership Enrollment Form
3. Send this completed application, completed Membership Enrollment Forms, as well as the completed ACH Form, voided check and the initial remittance (if applicable) to the following address:
Delta Dental of Nebraska, Atrium Executive Square, 11235 Davenport Street, Suite 105, Omaha, NE 68154

Group Administrator:

By signing below, I verify that the information on this application is correct and that the eligible employees are in fact employed by my company and agree to provide substantiating evidence when requested. If issued, the contract may become null and void at the option of Delta Dental if for a period of three consecutive months, or upon renewal, the number of enrolled employees becomes less than twenty -five.

Delta Dental will send a contract upon acceptance of the application and final approval of the Dental Benefit Plan Summary. The contract will indicate the effective date of coverage. The contract is effective only after Delta Dental has accepted this application and sent a contract to the group. The group administrator's signature does not cause the application to become effective as a contract. Any misrepresentations of submitted data will cause the contract, if issued, to be null and void at the option of Delta Dental.

SIGNATURE BOX

Signature of Authorized Company Official			Title	Date
Group Administrator/Future Correspondence Contact (please print)			Title	
Phone Number	Fax Number	E-mail Address		



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
DENTAL PLAN**

RFP DUE DATE: May 27, 2010 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: May 6, 2010

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

Krull Agency, Inc.
Hastings, NE
BlueCross BlueShield

American Administrators
West Des Moines, IA
MetLife
Delta Dental of Nebraska

United Concordia Companies, Inc.
Phoenix, AZ
DentaBenefits (Mutual of Omaha)

Strong Financial Resources, Inc.
Aurora, NE
MetLife
Principal
Assurant
Guardian
Ameritas
Delta Dental

cc: Brenda Sutherland, Human Resources Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney

Tami Herald, HR Specialist
Mary Lou Brown, Finance Director

RESOLUTION 2010- 236

WHEREAS, the City of Grand Island advertised a request for proposal for its dental insurance; and

WHEREAS, the City received and reviewed proposals from vendors; and

WHEREAS, Delta Dental of Nebraska is the vendor recommended to provide services for the administration of the dental plan; and

WHEREAS, the proposed contract is for \$4.10 per employee per month for the contract duration of three years;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve a contract with Delta Dental of Nebraska for the administration of the City's dental plan.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item I7

#2010-237 - Consideration of Approving Personnel Rules and Regulations

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 24, 2010

Subject: Amend Personnel Rules

Item #'s: I-7

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The Personnel Rules provide the general rules with which employees are to conduct themselves as well as an outline of City benefits. It is updated from time to time as needed. The last Personnel Rules update was June 12, 2010.

Discussion

The proposed change in the Personnel Rules is driven by Council action with the budget that was passed for the 2010/2011 fiscal year. Part of administration's solution for the ability to hire two more police officers was the elimination of annual medical leave buyout for non-union employees. A proposed change to Section 4.04 of the Personnel Rules will eliminate medical leave buyout for non-union employees beginning October 1, 2010. Employees that currently qualify for that benefit will receive a final payment for their hours earned over 960 from January 2010 through September 2010. This is consistent with past practice of other employee groups that have phased out this benefit.

In addition to the final payout and elimination of the benefit going forward, it is also appropriate at this time to raise the maximum accrual amount to 1084. This represents midpoint of the last survey that was conducted for the non-union group.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the proposed amendment to Section 4.04 of the City Personnel Rules.

Sample Motion

Move to approve the proposed amendment to Section 4.04 of the Personnel Rules.

SECTION 4.04 MEDICAL LEAVE

ACCRUAL OF MEDICAL LEAVE

Medical leave will be accrued at a rate of eight hours per month for full-time regular status employees. Part-time regular status employees, who work at least 30 hours per week, will accrue medical leave based on their average hours of work. The maximum amount of medical leave hours that may be accrued is 1,084.

COMPENSATION FOR UNUSED MEDICAL LEAVE

The City will include in the ~~second-last~~ paycheck in ~~January of each year~~ September 2010; payment for an employee's unused medical leave in excess of 960 hours accrued ~~in the preceding calendar year~~ from January 2010 through September 2010. Employees will be compensated at the rate of ~~one-half-fifty percent (50%)~~ of their hourly rate of pay for each hour in excess of 960, based on the employee's current rate of pay at the time of compensation. Such compensation for unused medical leave in excess of 960 hours shall not continue after September 2010.

All non-union employees will have a contribution made into a VEBA (Voluntary Employee Benefits Association) Trust in the employee's name for ~~one-half-fifty percent (50%)~~ of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at 50% x 1,084 = 542). The amount of contribution will be based ~~on~~ upon the employee's salary at the time of retirement.

RESOLUTION 2010-237

WHEREAS, the City provides Personnel Rules for its employees as authorized by the City of Grand Island; and

WHEREAS, the following section of the City Personnel Rules, namely Sec. 4.04 is amended to reflect the change in annual buyout of medical leave and to raise the maximum limit of medical leave to 1084 hours;

WHEREAS, this change will become effective upon passage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the section of the City Personnel Rules as set forth above is amended.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of August 11, 2010 through August 24, 2010

The Claims for the period of August 11, 2010 through August 24, 2010 for a total amount of \$3,619,604.22. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item J2

Approving Payment of Claims for the Period of August 11, 2010 through August 24, 2010 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of August 11, 2010 through August 24, 2010 for the following requisitions.

#24 \$98,527.66

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 24

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>
Diamond Engineering	PO Box 1327 Grand Island, NE 68802	\$83,990.60	Paving improvements
Diamond Engineering	PO Box 1327 Grand Island, NE 68802	\$13,591.36	6" concrete pavement w/integral curb
Hall County Weed Control	2807 W. 2 nd St Grand Island, NE 68803	\$945.70	Weed spraying

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 19 day of August,
2010

CITY OF GRAND ISLAND,
NEBRASKA, as Owner

By Mary Jo Brown
Owner Representative

Schedule of Bills

Vendor

<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		PARKS & RECREATION						
90027		MISCELLANEOUS PARK PROJECTS						
1	198	GALVAN CONSTRUCTION INC	REMOVE EXISTING CHAIN LINK FENCE	07/26/10	23070		158093	1,500.00
1	198	GALVAN CONSTRUCTION INC	REMOVE SCOREBOARD I-BEAMS	07-26-10	23182		158093	500.00
90122		ATHLETIC COMPLEX						
1	154	DIAMOND ENGINEERING CO	PAVING IMPROVEMENT VETS FIELD A B	PMT 1 08/01/10	22117		158063	83,990.60
1	154	DIAMOND ENGINEERING CO	PAVING IMPROVEMENTS SEC. "C"	08/01/10 PMT 1-	22118		158063	13,591.36
1	235	HALL CO WEED CONTROL	SPRAY WEEDS	5580			158114	945.70
40044450 Org Total							100,527.66	

COPY

0.*

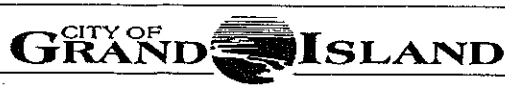
83,990.60 +

13,591.36 +

945.70 +

003

98,527.66*



CONTRACTOR:
DIAMOND ENGINEERING CO.
P.O. BOX 1327
GRAND ISLAND, NE 68802

CITY OF GRAND ISLAND, NEBRASKA
PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD

PAYMENT NO. 1
DATE: 8/1/2010

Item No.	Description	Price Bid	Plan Quantities	Total Cost	Quantities Placed	Total Amount Completed	Amt. Paid Prev. Est.	Total Due This Est.
1	BID SECTION C	\$ -		\$ -		\$ -		\$ -
2	6" Concrete Pavement w/Integral Curb	\$ 23.15	2445.00 s.y.	\$ 56,601.75	611.25 s.y.	\$ 14,150.44		\$ 14,150.44
3	Earthwork	\$ 625.00	1.00 s.y.	\$ 625.00	0.25 s.y.	\$ 156.25		\$ 156.25
4		\$ -	0.00 e.a.	\$ -	e.a.	\$ -		\$ -
5		\$ -	0.00 l.s.	\$ -	l.s.	\$ -		\$ -
6		\$ -		\$ -		\$ -		\$ -
7		\$ -		\$ -		\$ -		\$ -
TOTAL PROJECT COST:				\$ 57,226.75		\$ 14,306.69	\$ -	\$ 14,306.69
							Munis 5% retainage	\$ (715.33)
							Total Due	\$ 13,591.36

DIAMOND ENGINEERING CO.

CITY OF GRAND ISLAND

Signed Paul C. Doring Date 8/2/10

Signed [Signature] Date 8-2-10

partial payment #1

Voucher #

PO #	22118
Vendor #	154
Invoice #	1-8/1/10 Section C
Description	Paving Improvements C
Approved by	[Signature]
Org-obj#	40044450-90122
Date	8-2-10
Amount	13,591.36

CITY OF GRAND ISLAND

CONTRACTOR:
DIAMOND ENGINEERING CO.
P.O. BOX 1327
GRAND ISLAND, NE 68802

CITY OF GRAND ISLAND, NEBRASKA

PAYMENT NO. 1

8/1/2010

PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD

Item No.	Description	Price Bid	Plan Quantities	Total Cost	Quantities Placed	Total Amount Completed	Amt. Paid Prev. Est.	Total Due This Est.
1	BID SECTION A	\$ -		\$ -		\$ -		\$ -
2	6" Concrete Pavement w/Integral Curb	\$ 23.20	12660.00 s.y.	\$ 293,712.00	3165.00 s.y.	\$ 73,428.00		\$ 73,428.00
3	6" Concrete Sidewalk	\$ 24.30	414.00 s.y.	\$ 10,060.20	s.y.	\$ -		\$ -
4	Detectable Warning Plate	\$ 120.00	8.00 e.a.	\$ 960.00	e.a.	\$ -		\$ -
5	Earthwork	\$ 1,335.00	1.00 l.s.	\$ 1,335.00	0.25 l.s.	\$ 333.75		\$ 333.75
6		\$ -		\$ -		\$ -		\$ -
7	BID SECTION B	\$ -		\$ -		\$ -		\$ -
8	6" Concrete Pavement w/Integral Curb	\$ 23.15	2504.00 s.y.	\$ 57,967.60	626.00 s.y.	\$ 14,491.90		\$ 14,491.90
9	Earthwork	\$ 630.00	1.00 l.s.	\$ 630.00	0.25 l.s.	\$ 157.50		\$ 157.50
10		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
11		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
12		\$ -	s.f.	\$ -	s.f.	\$ -		\$ -
13		\$ -	s.f.	\$ -	s.f.	\$ -		\$ -
14		\$ -	s.y.	\$ -	s.y.	\$ -		\$ -
15		\$ -	s.y.	\$ -	s.y.	\$ -		\$ -
16		\$ -	s.y.	\$ -	s.y.	\$ -		\$ -
17		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
18		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
19		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
20		\$ -	ea.	\$ -	ea.	\$ -		\$ -
21		\$ -	ea.	\$ -	ea.	\$ -		\$ -
22		\$ -	l.s.	\$ -	l.s.	\$ -		\$ -
23		\$ -	ea.	\$ -	ea.	\$ -		\$ -
TOTAL PROJECT COST:				\$ 364,664.80		\$ 88,411.15	\$ -	\$ 88,411.15
							Munis 5% retainage	\$ (4,420.55)
							Total Due	\$ 83,990.60
DIAMOND ENGINEERING CO.				CITY OF GRAND ISLAND				
Signed	<i>Paul C. Haring</i>	Date	8/2/10	Signed	<i>Steve [Signature]</i>	Date	8-2-10	
Vendor #								

Partial payment #1

PO#	22117
Vendor #	154
Invoice #	1-8/1/10 Section A B
Description	Paving Improvements A B
Approved by	<i>[Signature]</i> 8-2-10

Hall County Weed Control

2807 W. 2nd St.

Grand Island, NE 68803

(308) 385-5097

Invoice

Date	Invoice #
7/26/2010	5580

Bill To
City of Grand Island - Parks Dept. PO Box 1968 Grand Island, NE 68802

P.O. No.	Terms	Job Site
		Vets Ball Fields

Quantity	Description	Rate	Amount
2,240	Glystar Plus 30 gal. drum/oz.	0.13	291.20T
1,120	2,4-D Amine Bulk/oz.	0.10	112.00T
580	Chemsurf 90 - nonionic surf./oz	0.10	58.00T
6	Pickup Spraying/hr	67.00	402.00
1.5	4-wheeler labor - 1st hour	55.00	82.50
	Sales Tax	0.00	0.00
 <			



City of Grand Island

Tuesday, August 24, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of August 11, 2010 through August 24, 2010 for the State Fair Recreation Building

The Claims for the Period of August 11, 2010 through August 24, 2010 for the State Fair Recreational Building for the following requisition:

#25 \$ 2,797.05

#26 \$396,900.00

TOTAL: \$399,697.05

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 025

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Davis Design	211 North 14 th Street Lincoln, NE 68508	\$2,797.05	Construction management

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.
2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.
3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.
4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund: Yes X No.

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee: Yes X No.

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. Lessee attaches hereto the following items:

(a) invoices and/or bills of sale and/or contractor's payment certifications relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

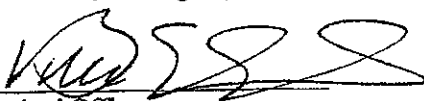
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jane Brown
Title: Finance Director
Date: 8/9/10

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (Grand Island Branch, as assignee)


Authorized Officer

Attachments: 1. Invoices/Certificates for Payment
2. Insurance Certificate (if not previously provided)



REC'D JUL 12 2010

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

JON P. DALTON, PE
MATTHEW C. METCALF, AIA
WADE W. STANQE, AIA
MICHAEL A. WACHAL, PE

Associate Principal:

MICHAEL D. MARSH, AIA

Senior Associates:

J. EDWARD BUKACEK, AIA
RONALD G. HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
JAMES K. LUEDKE, PE
RENEE M. SHEIL
GREGORY T. SMITH, AIA
LEROY P. SVATORA, AIA

STATE FAIR PARK
GRAND ISLAND, NEBRASKA
70,000 S.F. EXHIBITION BUILDING
PROJECT NO.: 08-0192

MR. JOSEPH MCDERMOTT
STATE FAIR PARK BOARD OFFICE
P.O. BOX 1387
GRAND ISLAND, NE 68802-1387

Invoice number 14283
June 30, 2010

*W/ message
for Rance
7/26
8:30 AM
requested
changes order on
this
invoice*

4,590,581
(4,586,915)

Estimated Construction Cost: \$ 4,590,581.00
Percent of Construction Cost: 4.00

*3,666.00 - need copy
of changes order*

Fee: \$ 183,623.24

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	18,362.32	100.00 %	18,362.32
Design Development	45,905.81	100.00 %	45,905.81
Contract Documents	82,630.46	100.00 %	82,630.46
Bidding/Construction Admin.	36,724.65	86.34 %	31,708.06
Total Billed			178,606.65
Fee previously billed			175,954.06
Current fee billing			2,652.59

Reimbursable	Cost	Mult	Amount
Film and Film Processing	66.00	1.10	72.60
Travel	65.33	1.10	71.86
Reimbursable subtotal			144.46

Lincoln:

211 NORTH 14TH STREET
LINCOLN, NEBRASKA 68508
PHONE: (402) 476-9700
FAX: (402) 476-9722

Other Locations:

OMAHA, NEBRASKA
VERMILLION, SOUTH DAKOTA

www.davisdesign.com

PLEASE PAY THIS AMOUNT

2,797.05

FOR THE FIRM

Matthew C. Metcalf
MATTHEW C. METCALF
DAVIS DESIGN



211 North 14th Street
Lincoln, Nebraska 68508
(402) 476-9700

REIMBURSABLE EXPENSES WORKSHEET

Project Information

Owner: State Fair Park Board Office
Project Name: State Fair Park, Grand Island, NE - 70,000 S.F. Exhibition Building
Project No: 08-0192

SUMMARY OF EXPENSES

Travel Expenses	\$	65.33
Print Log Expenses	\$	-
Film Processing Expenses	\$	66.00
In-House Copy Expenses	\$	-
US Postal Service Expenses	\$	-
Express Shipping Expenses	\$	-
Total Expenses	\$	131.33

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
05/25/10	Chad Vogel	0.17	\$ 97.50	\$ 16.58
05/27/10	Chad Vogel	0.33	\$ 97.50	\$ 32.18
06/15/10	Chad Vogel	0.17	\$ 97.50	\$ 16.58
Total				\$ 65.33

Print Log Expenses

Date	Purpose	By	Size	Quantity	Cost per sheet	Total Cost
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total						\$ -

Film Processing Expenses

Date	Place of Processing	By	Quantity	Cost per picture	Total Cost
05/25/10	DD Photo Processing	CV	9	\$ 1.10	\$ 9.90
05/27/10	DD Photo Processing	CV	51	\$ 1.10	\$ 56.10
				\$ -	\$ -
Total					\$ 66.00

In-House Copy Expenses

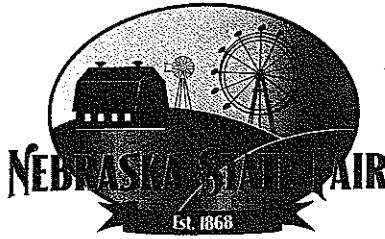
Date	# of pages	Purpose	Type	Size	Quantity	Cost per page	Total Cost
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
Total							\$ -

US Postal Service Expenses

Date	Description	# of pieces	Cost per piece	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total				\$ -

Express Shipping Expenses

Date	Carrier	Destination	Charge	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total				\$ -



July 19, 2010

Mary Lou Brown
100 East First Street
PO Box 1968
Grand Island, NE 68802

Dear Ms. Brown,

Enclosed you will find invoices that have been approved by Davis Design and myself. I am forwarding these on to you for your approval and payment.

Please do not hesitate to contact myself with any questions you might have regarding these invoices.

Thank you,

Joseph McDermott
Executive Director



Memo

To: Mr. Craig Gies
Sampson Construction Co., Inc
3730 South 14th Street
Lincoln, Nebraska 68502

From: Chad Vogel

CC: **Matt Metcalf - Principal in Charge, Davis Design, Inc.**
Leroy Svatora - Project Architect, Davis Design, Inc.
Chad Vogel - Construction Administrator, Davis Design Inc.
Joseph McDermott - Executive Director, State Fair Park
Jon Thomas - Village Development LLC
Nate Kastens - Project Manager, Sampson Construction Co., Inc.
Wayne Gallaway - Project Manager, Sampson Construction Co., Inc.

Date: 6/3/2010

Re: State Fair Park - Fonner Park - Grand Island, Nebraska
Davis Design Project No. 08-0192

Comments:

Craig,

This memo is to acknowledge the receipt and review of your Change Order Request 0017 dated May 12, 2010.

The amount of \$3,666.00 has been authorized by the Owner.

We are hereby giving you a notice to proceed on the scope of work required. A Comprehensive Change Order will be issue in the near future.

Please contact me if you have any questions and or concerns regarding this proposal request.

Sincerely:

Davis Design

A handwritten signature in black ink, appearing to read "Chad Vogel", written over the printed name.

Chad Vogel
Construction Administrator

Sampson Construction Co., Inc.

3730 South 14th Street

Lincoln, NE 68502

Phone: (402) 434-5450

Fax: (402) 434-5466

CHANGE ORDER REQUEST

No. 00017

TITLE: EB #3 - Storage Room #111

DATE: 5/12/2010

PROJECT: State Fair Park-Fonner Park

JOB: 09028

TO: Davis Design
211 North 14th Street
Lincoln, NE 68508

CONTRACT NO: 3

Response is required within 30 days to
avoid schedule/cost implications.

ATTN: Chad Vogel

DESCRIPTION OF PROPOSAL

For the 16 duplex outlets in Storage Room #111. This includes two outlets on the North wall, four on the East wall, four on the West wall, and six on the South wall. Clarification Note: This does not include any costs for an additional AHU beyond the CD's dated August 3, 2009 per the direction of the Owner. If equipment or occupancy loads change, an additional AHU would be recommended and at an additional cost.

Item	Description	Net Amount
00001	Willmar	\$3,077.00
00002	General Conditions	\$215.00
00003	Overhead @ 5%	\$165.00
00004	Overhead @ 5%	\$173.00
00005	Bond @ 1%	\$36.00
Total:		\$3,666.00

APPROVAL: By approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By: Craig Gies
Date: 5/12/2010
By: Joseph M. Dermott
Date: 5-18-10

By: Chad Vogel
Date: 5-18-10
By: Tam Allan
Date: _____

CHANGE ORDER REQUEST WORKSHEET - COR

Project Name: State Fair Park - RFI #

Job # 9028 RFP #

ASI #

Title EB #3 - Storage 111 Duplexes Other

Description of Change For the 16 duplex outlets in Storage room #111. This includes two on the north wall, four on the east wall, four on the west wall, and six on the south wall. Clarification Note: This does not include any costs for an additional AHU beyond the original design per the direction of the Owner. If equipment or occupancy loads change, an additional AHU would be needed at an additional cost.

Sampson Labor/Material/Equipment				
Description			Value	
Labor				
Equipment				
Small Tools				
Supervision				
General Conditions			\$215	
Subtotal Sampson			\$215	
Subcontractors/Suppliers				
Name		Scope/Description	Value	Sales Tax?
Willmar Electric				\$3,077
Subtotal Subcontractors/Suppliers				\$3,077
		Subtotal	\$	3,292
		Overhead	5% \$	165
		Profit	5% \$	173
		Subtotal	\$	3,629
		Bond	1.00% \$	36
		Total Change Order Request	\$	3,666

Requested additional days to contract days

Contingency Fund Adjustment Y/N

Reviewed by:

Z:\Project Management\2009 Projects\09028 - State Fair Park\CORs\EB#3 COR\EB #3 COR Worksheets\COR Worksheet COR #17

PROPOSED CHANGE ORDER

Willmar Electric Service

1441 Adams
Lincoln, NE 68521

CCN#

Date:

Project Name:

Project Number:

Page Number:

PR #50

5/6/2010

State Fair Park Exhibition Building #3

60-3

1

Client Address:

Sampson

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on CCN# PR #50.

Price for Sampson PR #50, adding 16 additional outlets in Storage Room #111. Price includes surface mounting conduit and boxes, rather than cutting boxes into masonry walls. Conduit will be ran horizontally between boxes where applicable, rather than straight up the wall at every outlet. Proposal drawing is attached.

Itemized Breakdown

Description	Qty	Total Mat(\$)	Total Hours
3/4" CONDUIT - EMT	205	153.77	9.02
3/4" CONN COMP STL - EMT	24	64.22	3.75
3/4" COUPLING COMP STL - EMT	24	75.36	0.00
3/4" 1-H STRAP - EMT - STEEL	27	10.66	1.82
#12 THHN BLACK	835	140.50	5.38
4x2 1/8" SQ BOX COMB KO	21	229.67	6.04
4" SQ 1x DUPLEX RECPT COVER	16	10.98	0.50
20A 125V DUP REC - IVY (SG)	16	289.60	4.00
Totals		974.76	30.51

Summary

General Materials

974.76

Material Total

974.76

JOURNEYMAN

(30.51 Hrs @ \$52.00)

1,586.52

ESTIMATING

(1.00 Hrs @ \$55.00)

55.00

Subtotal

2,616.28

ORIGINAL

PROPOSED CHANGE ORDER

Willmar Electric Service

1441 Adams
Lincoln, NE 68521

Client Address:

Sampson

CCN#

Date:

Project Name:

Project Number:

Page Number:

PR #50

5/6/2010

State Fair Park Exhibition Building #3

60-3

2

Summary (Cont'd)

Overhead	(@ 12.000 %)	313.95
Markup	(@ 5.000 %)	146.51
Subtotal		3,076.74
Final Amount		\$3,076.74

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: PR #50

Final Amount: \$3,076.74

Name: _____

Date: _____

Signature: _____

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

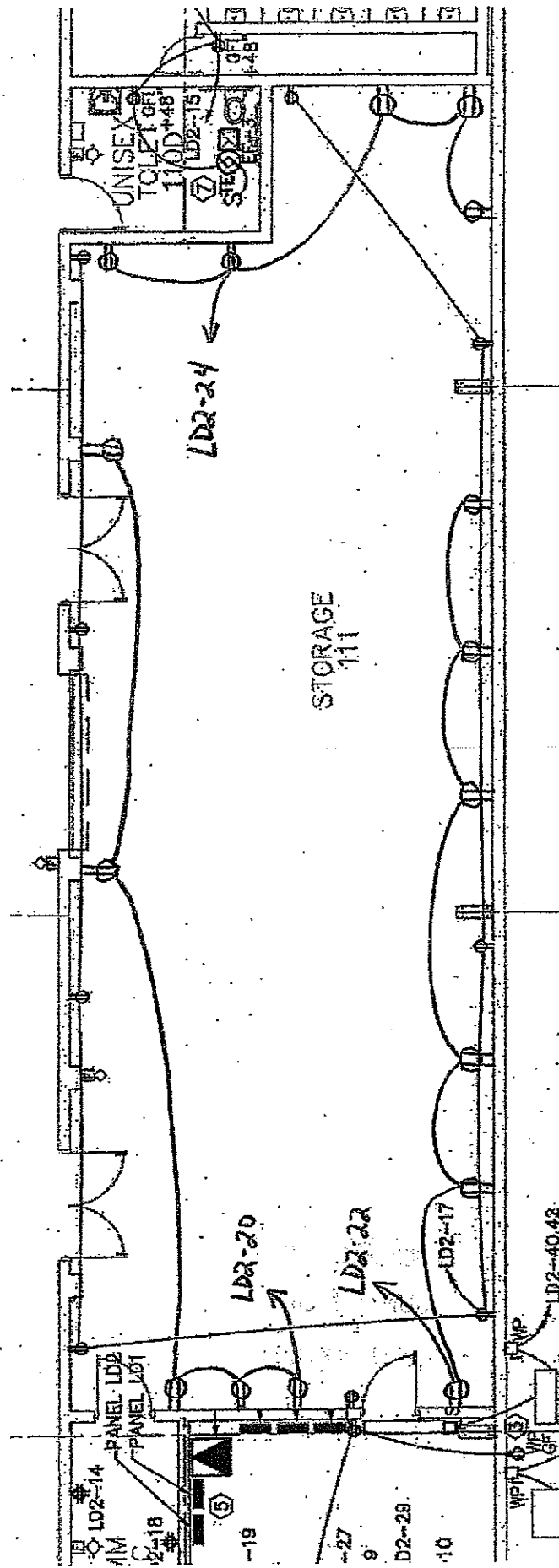


Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 026

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Sampson Construction Co., Inc.	3730 South 14 th Street Lincoln, NE 68502	\$396,900	Inside finish work

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.

3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.

4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund: Yes X No.

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee: Yes X No.

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. Lessee attaches hereto the following items:

(a) *invoices and/or bills of sale and/or contractor's payment certifications* relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

(b) an *insurance certificate* showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jo Brown
Title: Finance Director
Date: 8/9/10

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (Grand Island Branch, as assignee)


Authorized Officer

Attachments: 1. Invoices/Certificates for Payment
2. Insurance Certificate (if not previously provided)



REC'D JUL 20 2010

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

JON P. DALTON, PE
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PE

ASSOCIATE PRINCIPAL:

MICHAEL D. MARSH, AIA

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA
RONALD G. HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
JAMES K. LUEDKE, PE
RENEE M. SHEIL
GREGORY T. SMITH, AIA
LEROY P. SVATORA, AIA

LINCOLN:

211 NORTH 14TH STREET
LINCOLN, NEBRASKA 68508
PHONE: (402) 476-9700
FAX: (402) 476-9722

OTHER LOCATIONS:

OMAHA, NEBRASKA
VERMILLION, SOUTH DAKOTA

www.davisdesign.com

July 16, 2010

Nebraska State Fair Park
Attn: Joseph McDermott
P.O. Box 81223
Lincoln, NE 68501

**RE: State Fair Park – Fonner Park
Exhibition Building 3
Grand Island, Nebraska
Davis Design Project 08-0192**

Joseph,

Enclosed is Sampson Construction Co., Inc's. Application and Certification for Payment No.11 dated July 1, 2010.

Based upon our on-site observations, we are recommending that payment be made to Sampson Construction for the amount of **\$396,900.00** based on the following adjustment:

Line Item 14 – Deduct \$9,000.00, percent complete looked to be 25%

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Sampson Construction Co., Inc.

Please call **me** at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

DAVIS DESIGN

**Chad Vogel
Construction Administrator**

Enclosure

cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc.
Leroy Savarta, Project Architect - Davis Design, Inc
Nate Kastens, Project Manager – Sampson Construction Co., Inc.
Craig Gies, Executive Team – Sampson Construction Co., Inc.
Jon Thomas – Village Development

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: Nebraska State Fair Board
P.O. Box 1387
Grand Island, NE 68802

PROJECT: Nebraska State Fair Park
Fonner Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel

FROM CONTRACTOR:
Sampson Construction Co., Inc.
3730 So. 14th St.
Lincoln, NE 68502

CONTRACT FOR: General

APPLICATION NO 11

PERIOD TO: 6/30/2010

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 3,972,000.00
2. Net change by Change Orders \$ 614,915.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,586,915.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 3,956,000.00
5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) \$ 395,600.00
 - b. % of Stored Material (Column F on G703) \$ 395,600.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 3,560,400.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 316,900.00
8. CURRENT PAYMENT DUE \$ 3,243,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,326,915.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$586,543.00	
Total approved this Month #4	\$28,372.00	
TOTALS	\$614,915.00	\$0.00
NET CHANGES by Change Order	\$614,915.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sampson Construction Co., Inc.

By:

Date:

State of: Nebraska
County of: Lancaster
Subscribed and sworn to before me this 29th day of June 2010
Notary Public
My Commission expires: 5-14-2012

JULIE A. SCHEELE
My Comm. Exp. May 14, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 396,900.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Davis Design, Inc.

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 11

APPLICATION DATE: 6/29/2010

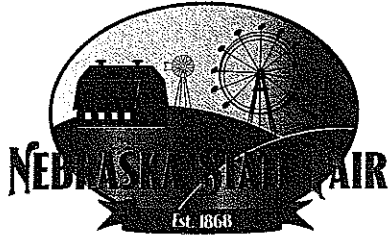
PERIOD TO: 6/30/2010

ARCHITECT'S PROJECT NO: 09028

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

NEBRASKA STATE FAIR PARK, FUNNER PARK, GRAND ISLAND, NEBRASKA										
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)						
	<u>EXHIBITION BUILDING #3</u>									
1	FOUNDATIONS	220,000		220,000				220,000	100%	22,000
2	SLABS	245,000		165,000		60,000		225,000	92%	22,500
3	PRECAST	60,000		60,000				60,000	100%	6,000
4	MASONRY	380,000		380,000				380,000	100%	38,000
5	STEEL	75,000		75,000				75,000	100%	7,500
6	CARPENTRY	45,000				10,000		10,000	22%	35,000
7	SEALANTS	15,000				5,000		5,000	33%	10,000
8	HM/DOORS/HARDWARE	125,000		10,000		40,000		50,000	40%	75,000
9	ALUMINUM & GLASS	140,000		20,000		40,000		60,000	43%	80,000
10	OVERHEAD DOORS	15,000				5,000		5,000	33%	10,000
11	METAL STUDS/DRYWALL	65,000		30,000		20,000		50,000	77%	15,000
12	ACT	18,000								18,000
13	PAINTING	52,000		10,000		10,000		20,000	38%	32,000
14	FLOOR SEALER	24,000				15,000	4,000	15,000	63% 25%	9,000
15	SPECIALTIES	34,000				15,000		15,000	44%	19,000
16	METAL BUILDING-MATERIAL	610,000		610,000				610,000	100%	61,000
17	METAL BUILDING-INSULATION	85,000		85,000				85,000	100%	8,500
18	METAL BUILDING-ERECTION	340,000		340,000				340,000	100%	34,000
19	FIRE SPRINKLER	130,000		95,000		10,000		105,000	81%	10,500
20	HVAC	290,000		230,000		30,000		260,000	90%	26,000
21	PIPING	300,000		270,000		20,000		290,000	97%	29,000
22	ELECTRICAL	399,000		250,000		80,000		330,000	83%	33,000
23	PAYMENT & PERFORMANCE BOND	25,000		25,000				25,000	100%	2,500
24	GENERAL CONDITIONS	280,000		190,000		30,000		220,000	79%	60,000
25	CHANGE ORDER #1	342,893		300,000		10,000		310,000	90%	32,893
26	CHANGE ORDER #2	239,337		150,000		40,000		190,000	79%	49,337
27	CHANGE ORDER #3	4,313								4,313
28	CHANGE ORDER #4	28,372				10,000		10,000	35%	18,372
	GRAND TOTALS	4,586,915		3,515,000		450,000	0	3,965,000	86%	621,915
										396,500

3,965,000
3,956,000



August 3, 2010

Mary Lou Brown
100 East First Street
PO Box 1968
Grand Island, NE. 68802

Dear Ms. Brown,

Enclosed you will find invoices that have been approved by Davis Design and myself. I am forwarding these on to you for your approval and payment.

Please do not hesitate to contact myself with any questions you might have regarding these invoices.

Thank you,

A handwritten signature in cursive script that reads "Joseph X. McDermott".

Joseph McDermott
Executive Director