
City of Grand Island



Tuesday, August 09, 2011

Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Father Todd Philipsen, Blessed Sacrament Catholic Church, 518 West State Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item C1

Proclamation "State Fair City" August 26 - September 5, 2011

The Nebraska State Fair has been in existence since 1868 and was held in Lincoln, Nebraska. In 2010 the Nebraska State Fair moved to its permanent residence at Fonner Park in Grand Island, Nebraska. This year will celebrate the 142nd annual Nebraska State Fair beginning on August 26, 2011 and continuing through September 5, 2011. The Mayor has proclaimed Grand Island "State Fair City" from August 26, 2011 through September 5, 2011. See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

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

PROCLAMATION

- WHEREAS, in 1868, the Nebraska State Fair became an annual statewide celebration of agriculture, education and a showcase of the talents found in Nebraskans both young and old; and
- WHEREAS, in 2010, the Nebraska State Fair took up permanent residence at Fonner Park in Grand Island, Nebraska; and
- WHEREAS, Nebraskans will celebrate the 142nd annual Nebraska State Fair at its home in Grand Island beginning on August 26, 2011 and continuing through September 5, 2011; and
- WHEREAS, the home of the Nebraska State Fair will continue to be the place where all Nebraskans can come together to honor and celebrate their heritage and their ties to agriculture, 4-H and FFA; and

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim August 26 thru September 5, 2011 as

“State Fair City”

in the City of Grand Island, and encourage all citizens to join in the celebration and encourage everyone to attend the Nebraska State Fair. Get set to enjoy a taste of what the fair is all about while helping to strengthen efforts for the State Fair in its new home.

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item E1

**Public Hearing on Request from Doc & Fritz's Shady Bend, Inc.
dba Doc & Fritz's Shady Bend, 3609 E Hwy 30 for an Addition of
a Sidewalk Café to their Class "C" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 9, 2011

Subject: Public Hearing on Request from Doc & Fritz's Shady Bend, Inc. dba Doc & Fritz's Shady Bend, 3609 East Highway 30 for an Addition of a Sidewalk Café to Class "C-88751" Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Doc & Fritz's Shady Bend, Inc. dba Doc & Fritz's Shady Bend, 3609 East Highway 30 has submitted an application for a Sidewalk Cafe, an addition to their Class 'C-88751' Liquor License. The request includes an area of approximately 12' x 36' to be added to the north side of the existing building. (See attached drawing.)

Discussion

Chapter 2, Section 012.08 of the Nebraska Liquor Control Commission Rules and Regulations define 'Sidewalk cafe' as "an outdoor area included in licensed premises, which is used by a restaurant or hotel with a restaurant license, for the service of meals as well as alcoholic liquors, and which is contained by a permanent fence, wall, railing, rope, or chain, defining the licensed area, provided that one open entrance not to exceed eight (8) feet shall be allowed." 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, and Health Departments.

Alternatives

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

1. Approve the application.

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

Recommendation

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

Sample Motion

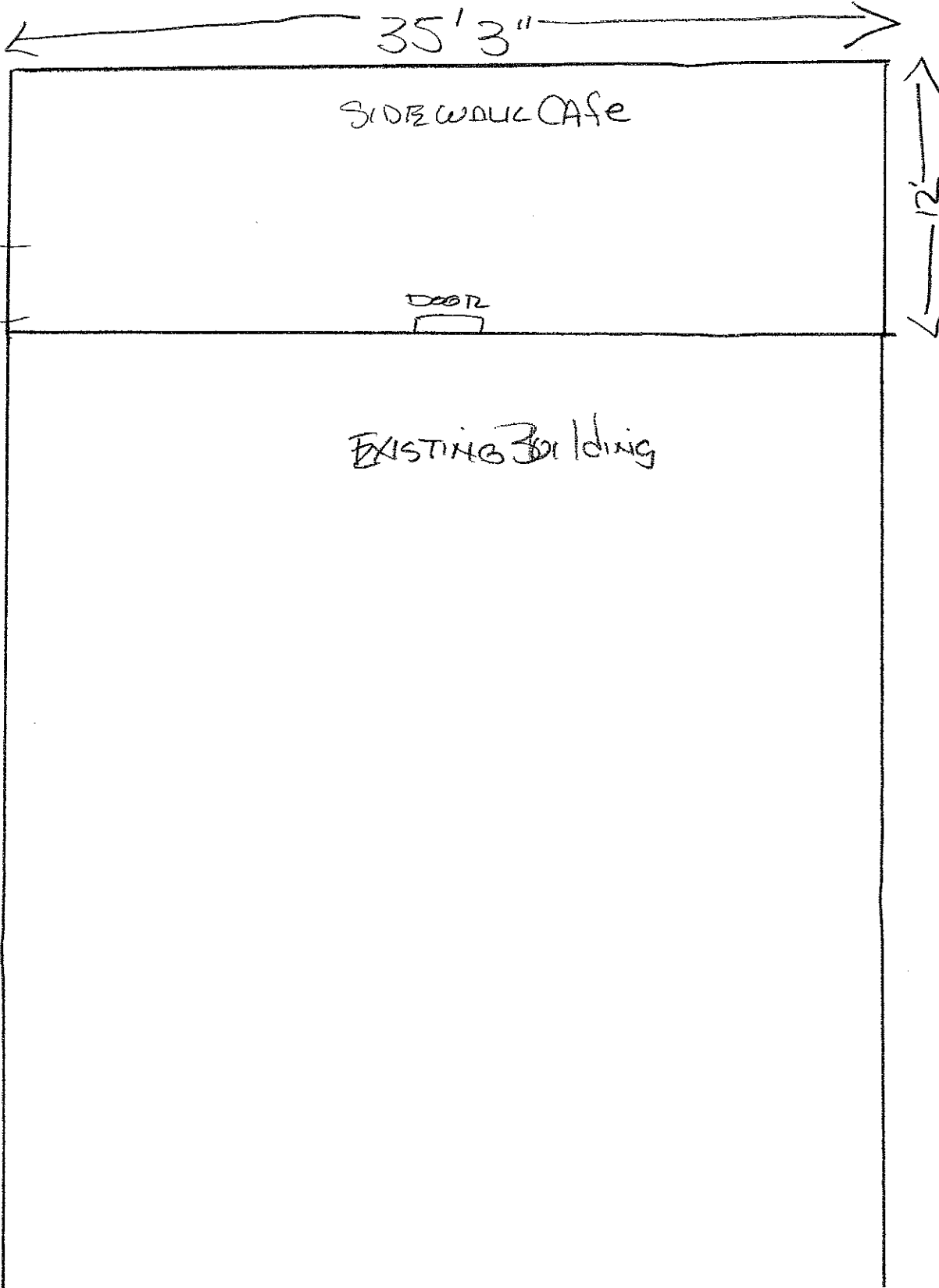
Move to approve the request for a 12' x 36' Sidewalk Cafe addition for Doc & Fritz's Shady Bend, Inc. dba Doc & Fritz's Shady Bend, 3609 East Highway 30, Liquor License "C-88751" contingent upon final inspections.

NORTH

RECEIVED

JUN 29 2011

NEBRASKA LIQUOR
CONTROL COMMISSION





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item E2

**Public Hearing on Acquisition of Utility Easement - the Extension
of 8th Street between Boggs & White Streets - Hall County
Housing Authority**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 9, 2011

Subject: Acquisition of Utility Easement – the Extension of 8th Street between Boggs & White Streets – Hall County Housing Authority

Item #'s: E-2 & G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Hall County Housing Authority, located at the extension of 8th Street between Boggs and White Streets, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Hall County Housing authority is constructing a new Administration Building at this location.

Discussion

To facilitate the new construction, the underground electric power lines need to be relocated and extended. This easement will be used to give the Electric Department a place to put the new cable and a pad-mounted transformer to supply electrical service to the new building.

Alternatives

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

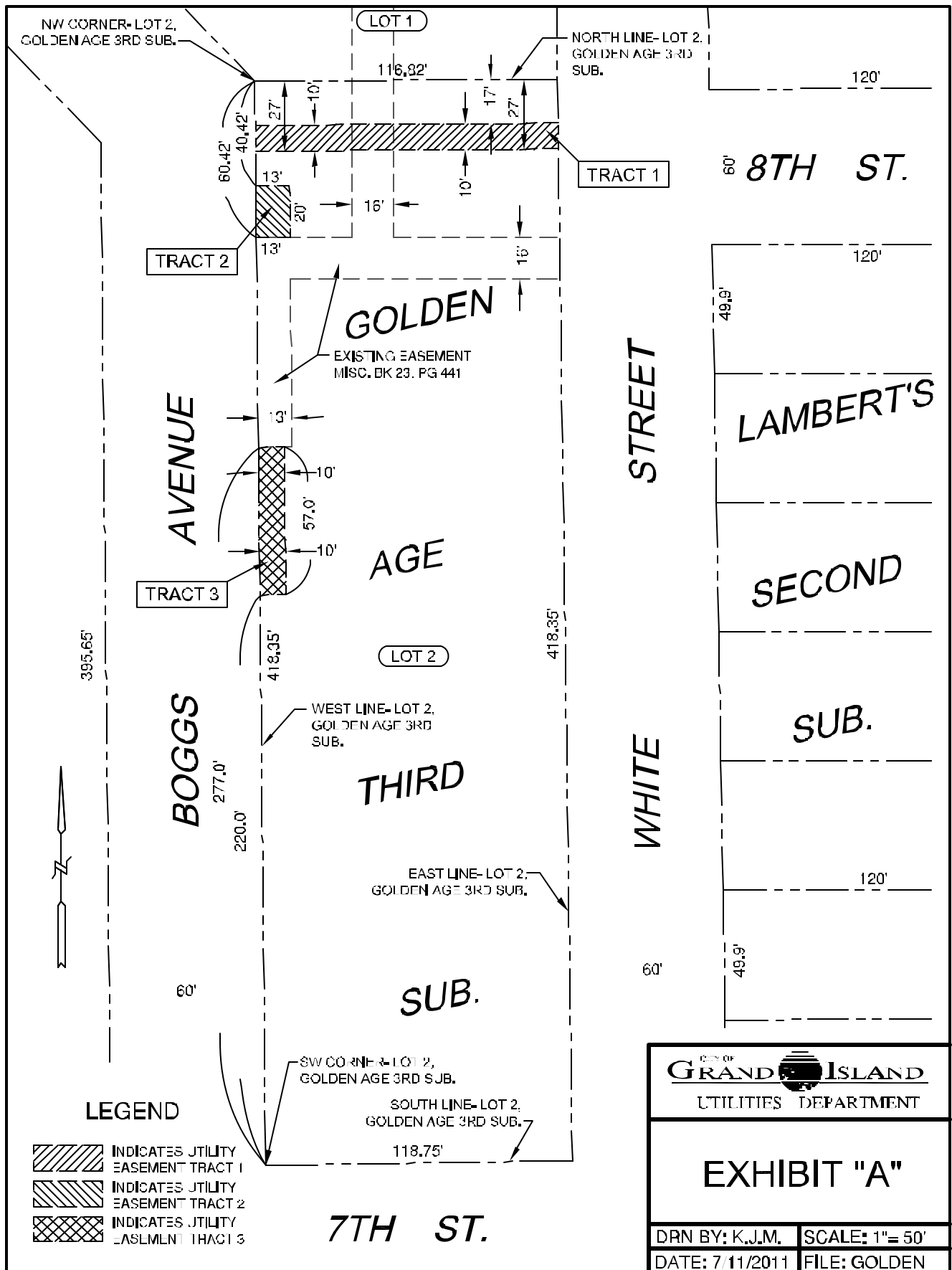
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item E3

**Public Hearing on Acquisition of Utility Easement - Stolley Park
Rd. & Burlington Northern/Santa Fe Railroad, Merrick County,
NE - Kruse**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 9, 2011

Subject: Acquisition of Utility Easement – Stolley Park Road and Burlington Northern/Santa Fe Railroad, Merrick County, NE - Rudolph Kruse, Sr.

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

Presenter(s): Timothy Luchsinger, 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 Rudolph Kruse, Sr., located at Stolley Park Road and the Burlington Northern/Santa Fe (BNSF) Railroad, Merrick County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The BNSF Railroad is expanding its property and tracks through Grand Island. The Utilities Department will be required to relocate the overhead and underground facilities at various locations throughout the City. This easement will give the Utilities Department a place to construct the new electrical lines to continue to provide service to our customers at Stolley Park Road.

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

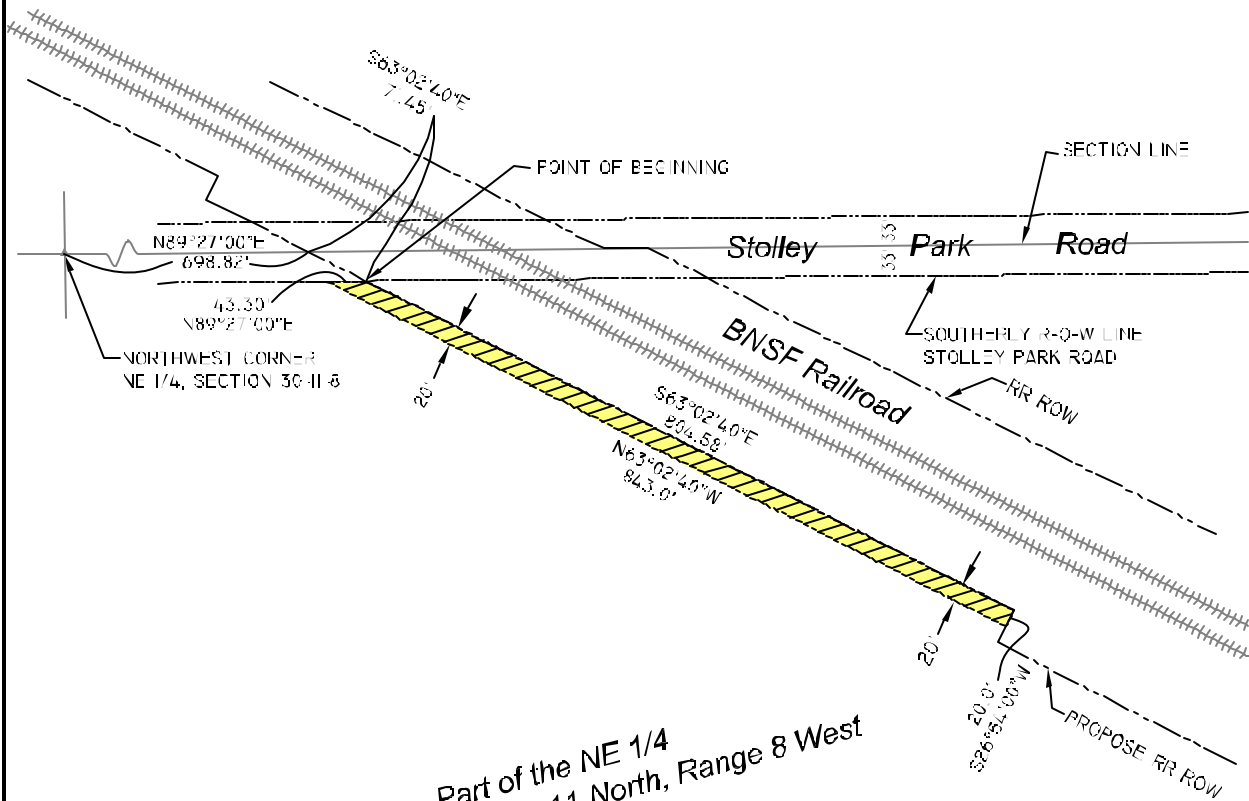
Recommendation

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.

Section 19, Township 11 North, Range 8 West



Part of the NE 1/4
Section 30, Township 11 North, Range 8 West



LEGEND

 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: P.F.G.	SCALE: 1" = 200'
DATE: 7/15/2011	FILE: BNSF RR



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item E4

**Public Hearing on Acquisition of Utility Easement - 1310 Branding
Iron Lane - Kindig**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 9, 2011

Subject: Acquisition of Utility Easement – 1310 Branding Iron Lane
- Gerald R. and Patricia A. Kindig

Item #'s: E-4 & G-9

Presenter(s): Timothy Luchsinger, 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 Gerald and Patricia Kindig, located along the south property line of 1310 Branding Iron Lane, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to correct an existing property encroachment. The service to Lot 28 crosses Lot 27 without benefit of an easement. This acquisition will correct that encroachment and allow the installation of an underground service to replace the overhead now in place.

Alternatives

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

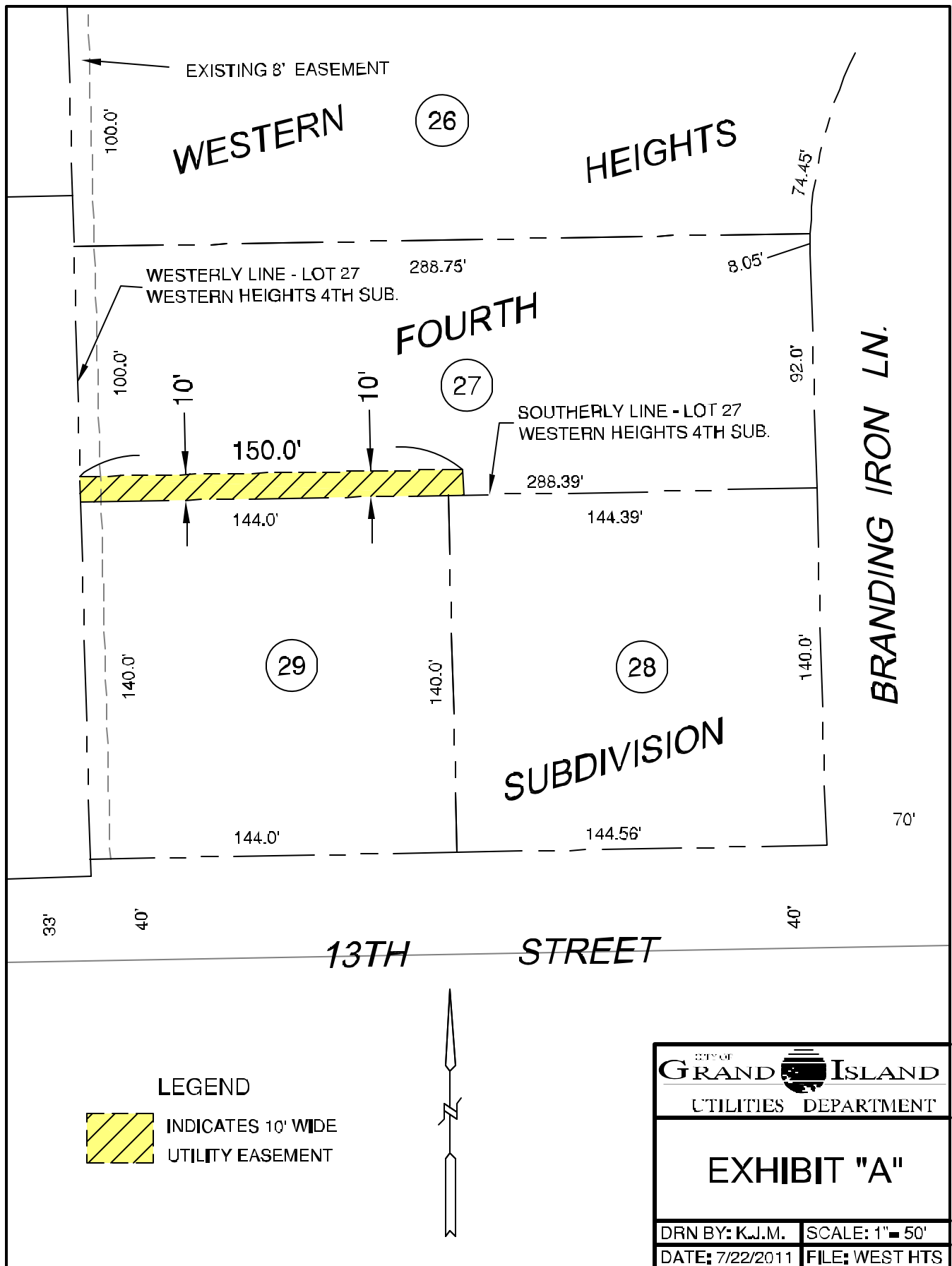
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item E5

**Public Hearing on Acquisition of Corrected Utility Easement -
1839 & 1919 East 4th Street - Ummel**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: August 9, 2011
Subject: CORRECTED Acquisition of Utility Easement – 1839 and 1919 East 4th - Ummel
Item #'s: E-5 & G-10
Presenter(s): Timothy Luchsinger, 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 Tommy Ummel, Sr., Tommy Ummel, Jr., and Cary Ummel, located at 1839 and 1919 East 4th Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

City Council previously approved the easements on this property. The lots on the previous subdivision changed through an administrative plat. The easement documents were not received back from the owners and filed until after the subdivision plat changed. Because the plat changed, the easement documents will be changed to match the new subdivision. The physical location of the easements has not changed.

Alternatives

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

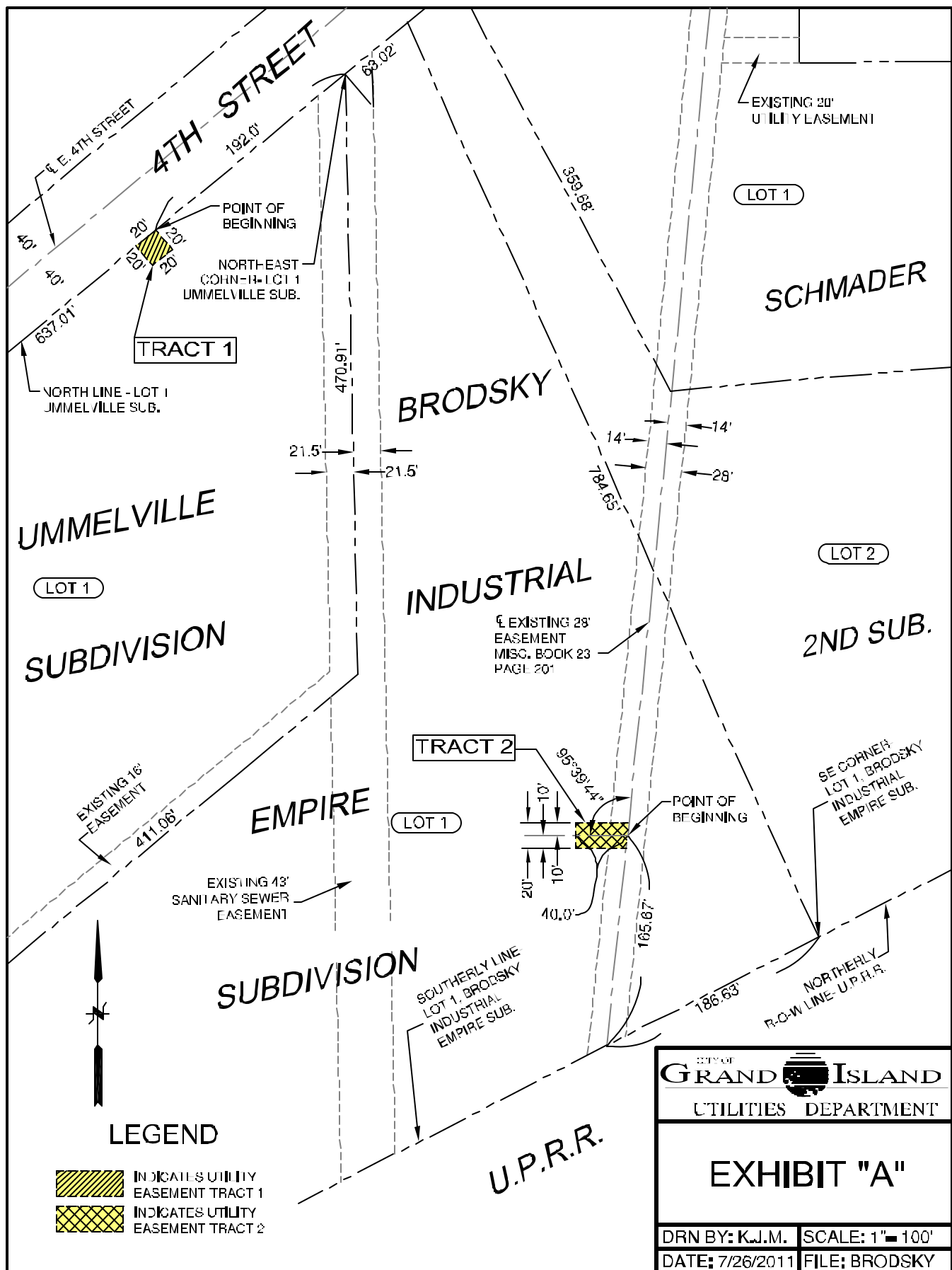
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item E6

**Public Hearing on Acquisition of Public Utility Easement Located
in the Northwest Quarter of the Northwest Quarter of Section 24,
Township 11, Range 10 (Little B's Corporation)**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: August 9, 2011

Subject: Public Hearing on Acquisition of Public Utility Easement
Located in the Northwest Quarter of the Northwest
Quarter of Section 24, Township 11, Range 10 (Little B's
Corporation)

Item #'s: E-6 & G-18

Presenter(s): John Collins, Public Works Director

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A public utility easement is needed at the southeast corner of Old Potash Highway and North Road to accommodate public utilities. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

Discussion

This new easement will be 60' x 130' in the southwest corner of the Old Potash Highway and North Road intersection. At tonight's meeting we are also requesting approval to acquire a temporary easement directly south of this permanent to assist in the construction of the Moores Creek Drain Extension Project No. 2008-D-2.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve the acquisition of the Easement.

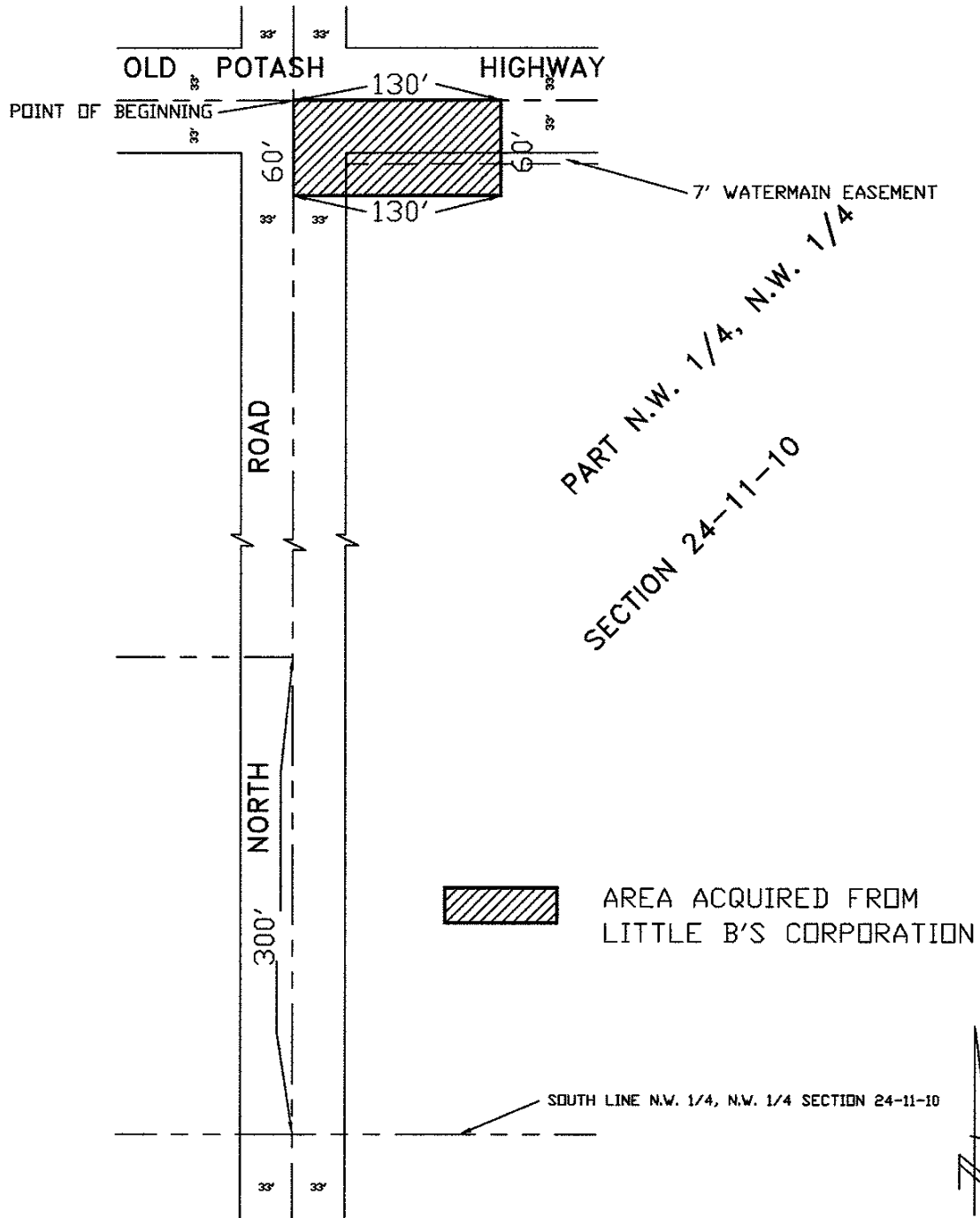


EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 3/10/08
DRN BY: L.D.C.
SCALE: 1" = 100'

PLAT TO ACCOMPANY
DEED



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item E7

**Public Hearing on Community Redevelopment Authority (CRA)
Budget**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: August 9, 2011

Subject: Public Hearing on Community Redevelopment Authority
2011-2012 Annual Budget

Item #'s: E-7 & G-22

Presenter(s): Chad Nabity, Regional Planning Director

It is my privilege to present to you the budget for the Community Redevelopment Authority for 2011-2012. This plan and budget continues the high-quality services that have enabled the CRA to partner with the City of Grand Island, private developers and businesses, and with property owners in the blighted and substandard areas to make Grand Island vibrant, clean, safe, and attractive.

The CRA budget for 2011-2012 is offered to you with a review of the responsibilities of the CRA. Those responsibilities and abilities are outlined in State Statutes and are summarized, in part, as follows:

The creation of Redevelopment Authorities was authorized by the Nebraska Legislature in order to provide communities with the ability to address certain areas of a city in need of improvement and development. Powers granted to Community Redevelopment Authorities are outlined in Chapter 18 of the Statutes and include the ability to expend funds to acquire substandard or blighted areas, make public improvements, and assist with development and redevelopment projects in specified areas. The Authority has virtually the same powers as any political subdivision, including borrowing money, issuing bonds, undertaking surveys and appraisals and asking for a levy of taxes.

A five-member board, appointed by the Mayor with the approval of the City Council, governs the CRA. The CRA is administered by a Director and devotes the overwhelming share of its resources to highly visible and effective programs. The CRA funds its programs primarily through assessments on taxable properties within the Grand Island city limits.

BLIGHTED AND SUBSTANDARD AREAS

There are Seven (7) designated Blighted and Substandard Areas within the Grand Island City Limits (see attached map). The City of Grand Island has the authority to designate

up to 35% of the community a blighted and substandard. At present 16.66% of the City has been designated blighted and substandard. The CRA has contracted with Olsson Associates to conduct a Blight Study for an area between Anna Street and Stolley Park Road west of Greenwich Street including the County Industrial tracts located in that area. It is expected that the study will be recommended for Council approval later this year.

CRA MISSION

The CRA's mission is **to reduce, slow or eliminate blighting influences on property in those areas that have been designated as blighted and substandard.** They do this by encouraging new investment and improved infrastructure in older areas of the community through the use of tax increment financing. They also take an active role in purchasing and demolishing properties that need to be cleared. This property is then made available for redevelopment.

FISCAL RESOURCES

General Revenues For 2011-2012,

The CRA is requesting property tax revenues of \$431,384 for typical CRA activities and \$200,787 for Lincoln Park Pool per the CRA revised budget as requested by the Grand Island City Council and approved by the CRA board. The CRA is requesting the same levy that was approved last year for typical CRA activities. Historically, the levies and tax asking have been:

2010-2011	2009-2010	2008-2009	2007-2008	2006-2007	2005-2006	2004-2005
0.017742	\$0.018076	\$0.020790	\$0.0225655	\$0.022824	\$0.023625	\$0.024287
\$425,000	\$425,000	\$475,000	\$500,000	\$477,204	\$456,540	\$457,391

At the July 27, 2011 meeting, the Community Redevelopment Authority approved the proposed budget establishing a preliminary request of \$0.026 for each hundred dollars of valuation for an anticipated \$632,171 based on an estimated taxable valuation of \$2,431,429,948.

Program Funding

The Community Redevelopment Authority has the ability to assist private developers and governmental entities with the commercial, residential or mixed-use redevelopment projects throughout the City. Specific detail on projects is as follows:

- Purchase of Dilapidated Properties/Infrastructure. The 2011-2012 budget includes \$100,000 for the acquisition of substandard properties in the blighted and substandard areas and for the provision of infrastructure. The Authority will consider any property within a designated area. The Authority budgeted \$100,000 in the 2010-2011 year

and did not spend \$2,002 for additional expenses associated with the purchase of the building on South Locust in 2009-201.

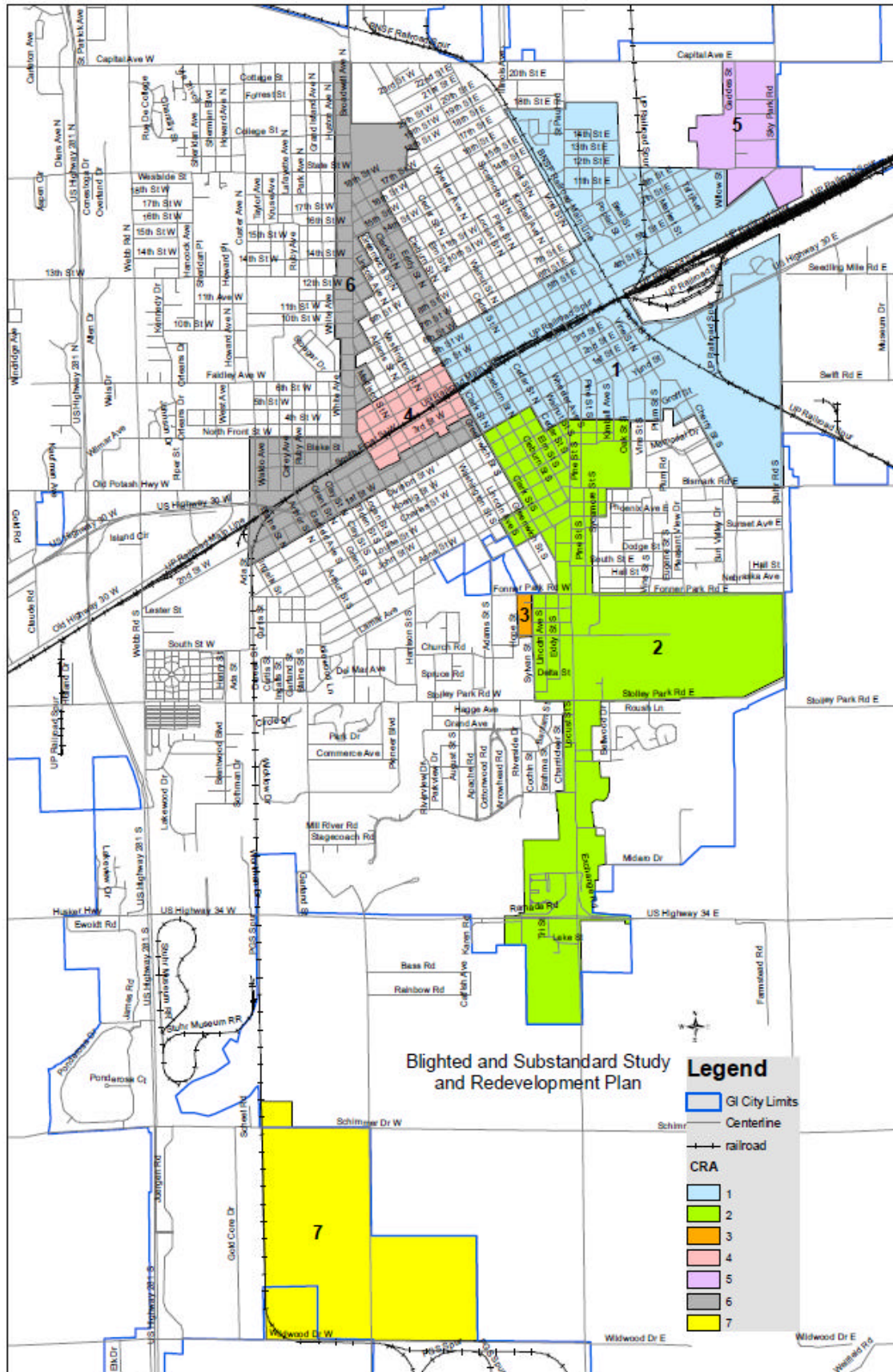
- Facade Development: \$150,000 has been budgeted for the façade development program, including grants and interest buy down. These projects are unidentified at this time. This program has been used extensively in the Downtown area but is available to all blighted and substandard areas. In addition, the CRA has committed \$300,000 each to new façade projects at Skagway and the Grand Theater over the 2011, 2012 and 2013 fiscal years.
- Train Horns: A total amount of \$240,000 has been reserved for participation in the way side horn project in Downtown Grand Island. This project is a joint project funded by the City and the CRA through an interlocal agreement. Final approvals from the railroad are moving forward. This will be a reimbursement to the City. Most likely \$140,000 will be reimbursed to the City this fiscal year.
- Other Projects: \$100,000 has been reserved for other projects in the blighted and substandard areas. In the 2010 fiscal year, funding in the other projects was used:
 - to fund very large façade improvement requests from Skagway and the Grand Theater,
 - to fund the demolition of the oldest part of the Grand Island Christian School at Five Points,
 - to purchase and demolish the old VooDoo Lounge Building at 3235 S. Locust;
 - to finance the installation of water lines along Poplar Street between 9th and 12th Streets; and
 - to fund additional façade projects that were approved based on the 2010 budget but not carried over into the 2011 budget.

This funding can be assigned to specific projects including but not limited to infrastructure improvements in the blighted and substandard areas that would support larger redevelopment plans. The CRA has used this funding item in the past to fund additional façade improvement projects and to make grants to fund specific projects for the: Business Improvement Districts, the Grand Island Parks Department, Fonner Park, The Central Nebraska Humane Society, St. Stephens, Habitat for Humanity and other community groups for specific projects that meet the mission of the CRA.

- Lincoln Pool: The CRA is budgeting \$200,787 to be spent on Lincoln Pool development, financing and interest payments. Depending on the schedule and marketing of bonds for this project some or all of this money may be applied directly to the project to minimize the amount borrowed.

CONCLUSION

A continued aggressive approach toward redevelopment will be the focus for the CRA in 2011-2012. The investments this community has made in housing, redevelopment efforts, infrastructure and economic development, bode well for the future of the community.



COMMUNITY REDEVELOPMENT AUTHORITY
FY 2011- 2012 BUDGET

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Forecasted	2012 Budget
CONSOLIDATED						
Beginning Cash	952,497	1,236,622	1,547,542	980,091	980,091	768,375
REVENUE:						
Property Taxes-CRA	750,800	755,133	648,172	667,783	425,000	632,171
Property Taxes-TIF's					318,310	318,406
Loan Proceeds		-	-		0	
Interest Income	41,968	15,630	20,137	8,000	8,000	8,000
Loan Income (Poplar Street Water Line)						1,000
Land Sales	15,152	47,335	-	50,000	30,000	70,000
Other Revenue	-	24,473	24,516	-	10,000	10,000
TOTAL REVENUE	807,920	842,571	692,826	725,783	791,310	1,039,577
TOTAL RESOURCES	1,760,417	2,079,193	2,240,368	2,415,663	1,771,401	1,807,952
EXPENSES						
Auditing & Accounting	5,000	7,601	5,392	7,500	3,975	5,000
Legal Services	2,143	4,829	3,060	10,000	4,000	10,000
Consulting Services	-	-	-	10,000	5,000	10,000
Contract Services	34,362	26,122	173,875	40,000	50,000	55,000
Printing & Binding	568	-	-	1,000	-	1,000
Other Professional Services	4,112	-	-	5,000	-	5,000
General Liability Insurance	-	-	-	250	-	250
Postage	142	159	202	200	850	200
Legal Notices	828	750	613	800	-	800
Licenses & Fees	-	-	-	-	-	-
Travel & Training	-	-	-	1,000	-	1,000
Other Expenditures	-	-	-	500	-	500
Office Supplies	105	38	328	500	810	500
Supplies	-	-	-	300	-	300
Land	33,090	129	448,720	100,000	2,002	100,000
Façade Improvement-to be applied for	207,871	241,793	354,015	150,000	150,000	150,000
South Locust	-	-	-	-	-	-
Other Projects	-	2,858	-	800,000	280,000	100,000
Property Taxes BID Fees			-	-	-	11,000
2nd Street BID			-	-	-	-
Outstanding Façade Improvement Grants			-	132,250	132,250	500,000
Railroad Horns			-	240,000	-	240,000
Other Committed Projects			-	17,700	55,829	97,500
Property Management			-	-	-	-
Debt-Lincoln Pool						200,787
Bond Principal	142,543	161,927	199,617	161,611	256,929	267,659
Bond Interest	93,031	85,445	74,453	81,172	61,381	50,747
TOTAL EXPENSES	523,795	531,650	1,260,276	1,759,783	1,003,026	1,807,243
INCREASE(DECREASE) IN CASH	284,125	310,920	(567,451)	(1,034,000)	(211,716)	(767,666)
ENDING CASH	1,236,622	1,547,542	980,091	655,880	768,375	709
LESS COMMITMENTS	-	-	-	-	-	-
AVAILABLE CASH	1,236,622	1,547,542	980,091	655,880	768,375	709
CHECKING	786,622	637,868	514,467	355,880	416,304	709
INVESTMENTS	450,000	909,674	465,625	300,000	352,071	-
Total Cash	1,236,622	1,547,542	980,091	655,880	768,375	709

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2011- 2012 BUDGET

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Forecasted	2012 Budget
CRA						
GENERAL OPERATIONS: 01						
Property Taxes	493,602	487,610	442,832	425,000	425,000	431,384
Property Taxes-Lincoln Pool Levy						200,787
Interest Income	41,561	14,889	19,804	8,000	8,000	8,000
Loan Income (Poplar Street Water Line)						1,000
Land Sales	-	47,335	-	50,000	30,000	70,000
Other Revenue & Motor Vehicle Tax	1,300	8,959	12,156		10,000	10,000
TOTAL	536,463	558,792	474,791	483,000	473,000	721,171
GILI TRUST 07						
Property Taxes	66,410	65,817	65,694	65,780	65,780	32,890
Interest Income	-		-			
Other Revenue	1,108	277	8			
TOTAL	67,518	66,094	65,702	65,780	65,780	32,890
CHERRY PARK LTD II						
Property Taxes	62,743	91,836	32,832	59,180	59,180	59,180
Interest Income	251	497	301	-		
Other Revenue		-	-			
TOTAL	62,994	92,334	33,133	59,180	59,180	59,180
GENTLE DENTAL						
Property Taxes	3,497	4,427	4,479	4,202	4,202	4,202
Interest Income	3	1	2	-		
Other Revenue	947	2,610	-			
TOTAL	4,447	7,037	4,481	4,202	4,202	4,202
PROCON TIF						
Property Taxes	18,138	17,925	17,972	19,162	19,162	19,162
Interest Income	53	36	5			
Other Revenue	972	232	1,172			
TOTAL	19,163	18,193	19,148	19,162	19,162	19,162
WALNUT HOUSING PROJECT						
Property Taxes	93,632	62,942	33,089	74,472	74,472	74,472
Interest Income	100	207	26			
Other Revenue	10,825	12,395	11,180			
TOTAL	104,557	75,544	44,296	74,472	74,472	74,472

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2011- 2012 BUDGET

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Forecasted	2012 Budget
BRUNS PET GROOMING						
Property Taxes	9,536	9,575	10,502	4,986	11,000	11,000
Interest Income			-			
TOTAL	9,536	9,575	10,502	4,986	11,000	11,000
GIRAD VET CLINIC						
Property Taxes	3,242	4,940	13,855	4,940	14,000	14,000
Interest Income	-	-	-	-	-	-
TOTAL	3,242	4,940	13,855	4,940	14,000	14,000
GEDDES ST APTS - PROCON						
Property Taxes		1,195	14,809	1,195	30,000	30,000
Interest Income	-	-	-	-	-	-
TOTAL	-	1,195	14,809	1,195	30,000	30,000
SOUTHEAST CROSSINGS						
Property Taxes	-	8,866	12,109	8,866	14,000	14,000
Interest Income	-	-	-	-	-	-
TOTAL	-	8,866	12,109	8,866	14,000	14,000
POPLAR STREET WATER						
Loan Proceeds (Property Taxes Collected)	-	-	-	-	-	1,000
Interest Income	-	-	-	-	-	-
TOTAL	-	-	-	-	-	1,000
TC ENCK						
Property Taxes	-				1,000	5,500
Interest Income	-	-	-	-		
TOTAL TC ENCK	-	-	-		1,000	5,500
CASEY'S FIVE POINTS						
Property Taxes	-				4,000	15,000
Interest Income	-	-	-	-		
TOTAL CASEY'S FIVE POINTS	-	-	-		4,000	15,000
SOUTHPOINTE HOTEL						
Property Taxes	-				21,514	22,000
Interest Income	-	-	-	-		
TOTAL SOUTHPOINTE HOTEL	-	-	-		21,514	22,000
JOHN SCHULTE CONSTRUCTION						
Property Taxes	-					3,000
Interest Income	-	-	-	-		
TOTAL JOHN SCHULTE CONSTRUCTION	-	-	-		-	3,000
PHARMACY PROPERTIES INC						
Property Taxes	-					8,000
Interest Income	-	-	-	-		
TOTAL PHARMACY PROPERTIES INC	-	-	-		-	8,000
KEN-RAY LLC						
Property Taxes	-					5,000
Interest Income	-	-	-	-		
TOTAL KEN-RAY LLC	-	-	-		-	5,000
TOTAL REVENUE	807,920	842,571	692,826	725,783	791,310	1,039,577

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2011- 2012 BUDGET

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Forecasted	2012 Budget
WALNUT HOUSING PROJECT						
Other Expenditures						
Bond Principal	33,055	35,321	37,743	39,151	40,331	43,096
Bond Interest	41,417	39,151	36,729	35,321	34,141	31,376
TOTAL WALNUT HOUSING PROJECT	74,472	74,472	74,472	74,472	74,472	74,472
BRUNS PET GROOMING						
Bond Principal	9,536	9,575	10,502	4,986	11,000	11,000
Bond Interest	-	-	-	-		
TOTAL BRUNS PET GROOMING	9,536	9,575	10,502	4,986	11,000	11,000
GIRARD VET CLINIC						
Bond Principal	6,242	4,940	13,855	4,940	14,000	14,000
Bond Interest	-	-	-	-		
TOTAL GIRARD VET CLINIC	6,242	4,940	13,855	4,940	14,000	14,000
GEDDES ST APTS - PROCON						
Bond Principal	-	1,195	14,809	1,195	30,000	30,000
Bond Interest	-	-	-	-		
TOTAL GEDDES ST APTS - PROCON	-	1,195	14,809	1,195	30,000	30,000
SOUTHEAST CROSSINGS						
Bond Principal	-	8,866	12,109	8,866	14,000	14,000
Bond Interest	-	-	-	-		
TOTAL SOUTHEAST CROSSINGS	-	8,866	12,109	8,866	14,000	14,000
POPLAR STREET WATER						
Auditing & Accounting	-	-	1,000	-		
Contract Services	-	-	89,899		38,129	
Bond Principal	-	-	-	-		1,000
Bond Interest	-	-	-	-		
TOTAL POPLAR STREET WATER	-	-	90,899	-	38,129	1,000
TC ENCK						
Bond Principal	-				1,000	5,500
Bond Interest	-	-	-	-		
TOTAL TC ENCK	-	-	-		1,000	5,500
CASEY'S FIVE POINTS						
Bond Principal	-				4,000	15,000
Bond Interest	-	-	-	-		
TOTAL CASEY'S FIVE POINTS	-	-	-		4,000	15,000
SOUTHPOINTE HOTEL						
Bond Principal	-				21,514	22,000
Bond Interest	-	-	-	-		
TOTAL SOUTHPOINTE HOTEL	-	-	-		21,514	22,000
JOHN SCHULTE CONSTRUCTION						
Bond Principal	-					3,000
Bond Interest	-	-	-	-		
TOTAL JOHN SCHULTE CONSTRUCTION	-	-	-		-	3,000
PHARMACY PROPERTIES INC						
Bond Principal	-					8,000
Bond Interest	-	-	-	-		
TOTAL PHARMACY PROPERTIES INC	-	-	-		-	8,000
KEN-RAY LLC						
Bond Principal	-					5,000
Bond Interest	-	-	-	-		
TOTAL KEN-RAY LLC	-	-	-		-	5,000
TOTAL EXPENSES	526,795	531,658	1,261,276	1,759,783	1,003,026	1,807,243

COMMUNITY REDEVELOPMENT AUTHORITY
GRAND ISLAND, NEBRASKA

RESOLUTION #123

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA (the "Authority") RECOMMENDING A LEVY ALLOCATION BY THE CITY OF GRAND ISLAND TO THE AUTHORITY FOR ITS BUDGETARY PURPOSES IN FISCAL YEAR 2011-2012 AS AUTHORIZED BY NE. REV. STATUTES 77-3443, AS AMENDED.

WHEREAS, the Mayor and City Council of the City of Grand Island, Nebraska (the "City"), by its Ordinance passed and adopted June 27, 1994, created the Community Redevelopment Authority of the City of Grand Island, Nebraska, pursuant to Sections 18-2101 through 18-2153 of the Nebraska Community Development Law; Reissue Revised Statutes of Nebraska, as amended (the "Act");

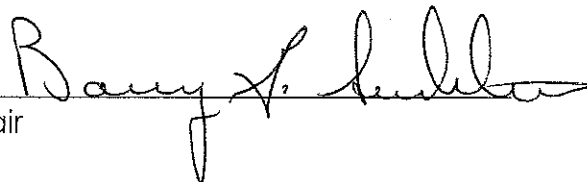
WHEREAS, on July 27, 2011, the members of the Community Redevelopment Authority of the City of Grand Island considered its budget for fiscal year 2011-2012 and determined that a request for personal and real property tax in the amount of \$632,171 is necessary to accomplish the statutory purposes of the Authority in the upcoming fiscal year and that the accomplishment of these purposes is in the best interests of the City of Grand Island.

NOW, THEREFORE BE IT RESOLVED THAT, by copy of this Resolution delivered to the City of Grand Island on this date, the Authority hereby requests and recommends that the City of Grand Island, Nebraska, as a part of the City maximum levy of \$.45 per \$100 of taxable valuation of property, as authorized by the Revised Statutes of Nebraska, Section 77-3442, authorize a 2011-2012 levy allocation which will provide \$632,171 in personal and real property tax funds to the Community Redevelopment Authority of the City of Grand Island for the accomplishment of the purposes for which it was created.

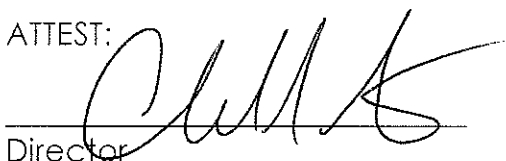
Passed and approved by the Authority this 27th day of July, 2011.

COMMUNITY REDEVELOPMENT AUTHORITY OF THE
CITY OF GRAND ISLAND, NEBRASKA

By: _____
Chair



ATTEST:


Director



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F1

**#9300 - Consideration of Creation of Water Main District 457 -
Pioneer Blvd.**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: August 9, 2011

Subject: Consideration of Creation of Water Main Districts:
457 – Pioneer Blvd. – Ordinance #9300
459 – Park Drive – Ordinance #9301
460 – Grand Avenue & Riverview Drive – Ordinance #9302
461 – Hagge Avenue – Ordinance #9303
462 – Cochin Street – Ordinance #9304
463 – Brahma & Bantam Streets – Ordinance #9305
All in the Parkview Area

Item #'s: F-1, F-2, F-3, F-4, F-5, & F-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On June 27, 2011, a neighborhood meeting was held with residents in the area known generally as Parkview. In attendance were home owners along Pioneer Blvd., Park Drive, Riverview Drive, Grand Avenue, August Street, Hagge Avenue, Cochin Street, Brahma Street and Bantam Street. The discussion covered ground water polluted by industrial solvents which has extended eastward across the City. The leading edge is now west of August Street. The Nebraska Department of Environmental Quality (NDEQ) and the Environmental Protection Agency (EPA) has classified the area as a Superfund Site. Currently, the EPA is conducting cleanup operations of the contamination that is affecting private wells. Included in the discussion was an offer from the EPA to pay for the cost of the water service line from the main to the residence of those property owners receiving water treatment or bottled water because of the contamination.

City personnel provided information at the meeting on the procedure for extension of City water mains to areas not currently served. Subsequently, the City has received petitions with 24 signatures from area property owners requesting water service. A map of the area is attached for reference.

Discussion

Petitions were presented to City Council at the July 26, 2011 meeting for consideration of creating Water Main Districts. It was proposed that the area be divided into six separate assessment districts. Each District's boundary was defined to provide the opportunity for the individual neighborhoods to decide if they want City water service. If the districts pass the protest period, one contract for construction would be issued. There should be a cost savings from the economy of scale for the joint contract.

Assessment districts are the Utilities Department's standard method for installing water mains to areas requesting City service. All owners of record title within the District's boundary will be notified of this information and have 30 days to submit objection to the project. All eligible costs of construction will be charged to the property owners within the respective districts. These assessments would be collected over a five year period, at 7% simple interest on the unpaid balance.

Information was submitted to the Legal Department for preparation of the appropriate Ordinances for defining and creating the six Water Main Districts. Ordinances and maps are attached.

Alternatives

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

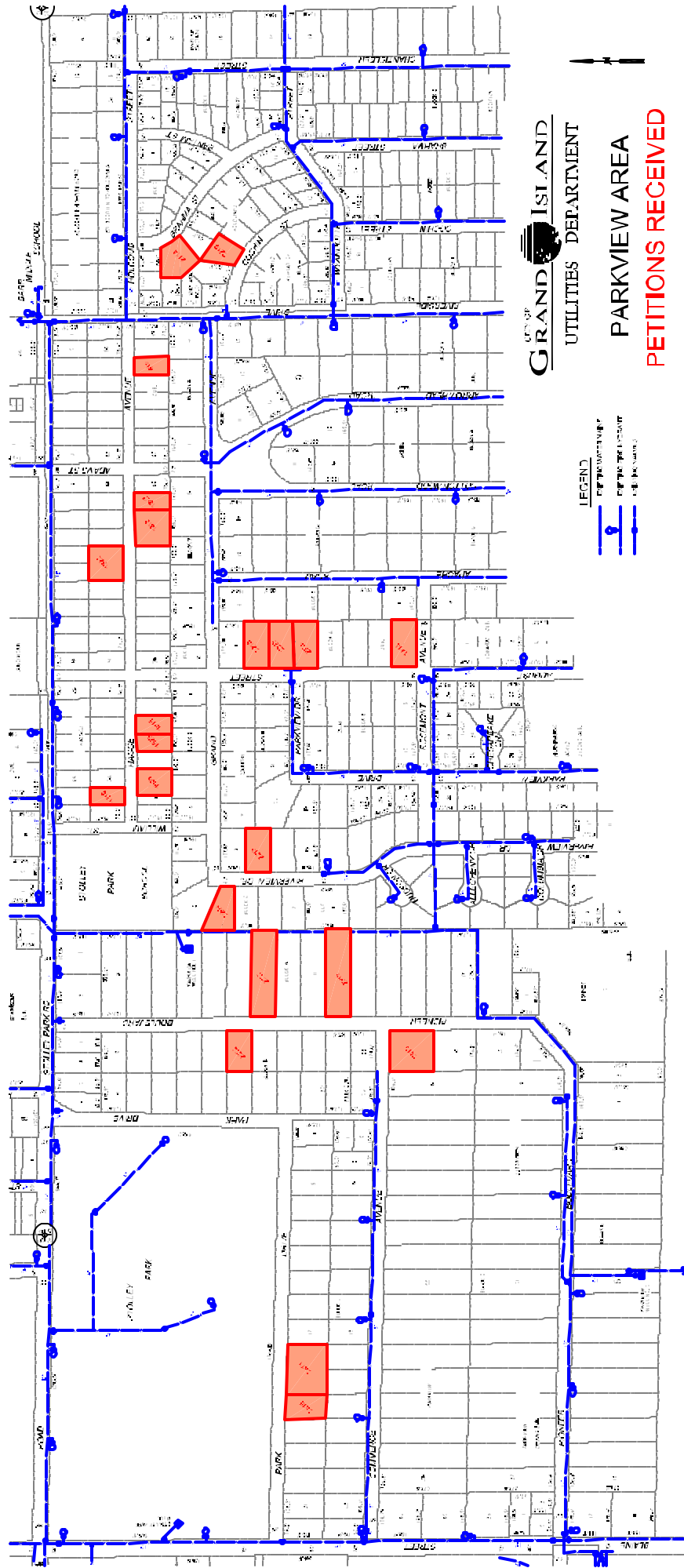
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Ordinances 9300, 9301, 9302, 9303, 9304, and 9305 creating six water main districts in the Parkview neighborhood.

Sample Motion

Move to approve Ordinances 9300, 9301, 9302, 9303, 9304, and 9305 creating six water main districts in the Parkview neighborhood.



•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9300

An ordinance creating Water Main District No. 457 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 457 in the City of Grand Island, Nebraska, is hereby created for the laying of eight (8.0) inch diameter water mains with its appurtenances along Pioneer Boulevard and Commerce Avenue in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Approved as to Form	?	_____
August 2, 2011	?	City Attorney

ORDINANCE NO. 9300 (Cont.)

Beginning at the southwest corner of Lot One (1) Block "E" Park-View Subdivision in the City of Grand Island, Hall County, Nebraska; thence northerly along the westerly line of Lot One (1) Block "E" said park-View Subdivision, a distance of three hundred eighty and twenty four hundredths (380.24) feet, to the northwest corner of Lot One (1) Block "E" said Park-View Subdivision; thence easterly along the northerly line of Lot One (1) Block "E" said Park-View Subdivision, a distance of one hundred six and eight tenths (106.8) feet; thence northerly along the westerly line of Lot Five (5) and Lot Six (6) Block "D" said Park-View Subdivision and their extensions, a distance of eight hundred seventy five and six tenths (875.6) feet, to a point on the southerly line of Lot Two (2) Park View Third Subdivision; thence westerly along the southerly line of Lot Two (2) said Park View Third Subdivision, a distance of one hundred six and fifteen hundredths (106.15) feet, to the southeast corner of Lot Two (2) said Park Subdivision; thence northerly along the easterly line of Lot Two (2) and Lot One (1) said Park Subdivision, a distance of one hundred seventy three and nine tenths (173.9) feet; thence easterly a distance of thirty and four hundredths (30.04) feet, to a particular northwest corner of Lot Two (2) said Park View Third Subdivision; thence easterly along a particular northerly line of Lot Two (2) said Park View Third Subdivision, a distance of one hundred fourteen and twenty nine hundredths (114.29) feet; thence northerly along a particular westerly line of Lot Two (2) said Park View Third Subdivision, a distance of thirty five and forty one hundredths (35.41) feet; thence easterly along the most northerly line of Lot Two (2) said Park View Third Subdivision, a distance of sixty four and twenty three hundredths (64.23) feet, to the southwest corner of Lot Twenty (21) Block "B" said Park-View Subdivision; thence northerly along the westerly line of Lot Twenty One (21), Lot Nineteen (19), Lot Seventeen (17), Lot Fifteen (15), Lot Thirteen (13), Lot Eleven (11), Lot Nine (9), Lot Seven (7), and Lot Five (5), all of Block "B", said Park-View Subdivision, a distance of eight hundred fifty nine and fifty three hundredths (859.53) feet, to the northwest corner of Lot Five (5) Block "B" said Park-View Subdivision; thence easterly along the northerly line of Lot Five (5) Block "B" said Park-View Subdivision, a distance of one hundred seventy four and two tenths (174.2) feet, to the southeast corner of Lot One (1) Block "B" said Park-View Subdivision; thence northerly along the easterly line of Lot One (1) Block "B" said Park-View Subdivision, a distance of one hundred eighty eight and nine tenths (188.9) feet, to the northeast corner of Lot One (1) Block "B" said Park-View Subdivision, said point also being on the southerly right-of-way line of Stolley Park Road; thence easterly along the southerly right-of-way line of said Stolley Park Road, a distance of sixty (60.0) feet, to the northwest corner of Lot Two (2) Block "A" said Park-View Subdivision; thence southerly along the westerly line of Lot Two (2) Block "A" said Park-View Subdivision, a distance of one hundred eighty eight and nine tenths (188.9) feet, to the northwest corner of Lot Three (3) Block "A" said Park-View Subdivision; thence easterly along the northerly line of Lot Three (3) Block "A" said Park-View Subdivision, a distance of three hundred seventy five and six tenths (375.6) feet, to the northeast corner of Lot Three (3) Block "A" said Park-View Subdivision; thence southerly along the easterly line of

ORDINANCE NO. 9300 (Cont.)

Lot Three (3), Lot Four (4), Lot Five (5), Lot Six (6), Lot Seven (7), Lot Eight (8), Lot Nine (9), Lot Ten (10), Lot Eleven (11), Lot Twelve (12), Lot Thirteen (13), Lot Fourteen (14), Lot Fifteen (15), Lot Sixteen (16), and Lot Seventeen (17) all of Block "A" said Park-View Subdivision and its southerly extension, a distance of one thousand seven hundred sixty seven and sixty seven hundredths (1,767.67) feet, to a point on the northeast corner of Lot Two (2) Bonney Subdivision; thence westerly along the northerly line of Lot Two (2) said Bonney Subdivision, a distance of one hundred ninety five (195.0) feet, to the northeast corner of Lot One (1) said Bonney Subdivision; thence southerly along the easterly line of Lot One (1) said Bonney Subdivision, a distance of one hundred seventeen (117.0) feet, to the southeast corner of Lot One (1) said Bonney Subdivision; thence westerly along the southerly line of Lot One (1) said Bonney Subdivision, a distance of one hundred eighty two and thirty seven hundredths (182.37) feet; thence northerly along the westerly line of Lot One (1) said Bonney Subdivision, a distance of eighteen and ninety three hundredths (18.93) feet, to a point on the right-of-way line of Pioneer Boulevard; thence southwest along the right-of-way line of said Pioneer Boulevard, a distance of two hundred sixty four and seventy one hundredths (264.71) feet, to the northeast corner of Lot Three (3) said Bonney Subdivision; thence southerly along the easterly line of Lot Three (3) said Bonney Subdivision, a distance of three hundred ninety and one tenth (390.1) feet, to the southeast corner of Lot Three (3) said Bonney Subdivision; thence westerly along the southerly line of Lot Three (3) said Bonney Subdivision and the southerly line of Lot One (1) Block "E" said Park-View Subdivision, a distance of two hundred forty eight and eight tenths (248.8) feet, to the southwest corner of Lot One (1) Block "E" said Park-View Subdivision being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

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

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

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

ORDINANCE NO. 9300 (Cont.)

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F2

#9301 - Consideration of Creation of Water Main District 459 - Park Drive

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Tim Luchsinger

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ORDINANCE NO. 9301

An ordinance creating Water Main District No. 459 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 459 in the City of Grand Island, Nebraska, is hereby created for the laying of eight (8.0) inch diameter water mains with its appurtenances along Park Drive in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at the southwest corner of Lot Twenty Nine (29) Block "C" Park-View

Approved as to Form	?	_____
August 2, 2011_	?	City Attorney

ORDINANCE NO. 9301 (Cont.)

Subdivision in the City of Grand Island, Hall County, Nebraska; thence northerly along the westerly line of Lot Twenty Nine (29) Block "C" said Park-View Subdivision, a distance of one hundred seventy three and nine tenths (173.9) feet, to the northwest corner of Lot Twenty Nine (29) Block "C" said Park-View Subdivision, said point also being on the southerly right-of-way line of Park Drive; thence westerly along the southerly right-of-way line of said Park Drive, a distance of one hundred ninety five and eight tenths (195.8) feet, to a point on the easterly right-of-way line of Blaine Street; thence northerly along the easterly right-of-way line of said Blaine Street, a distance of sixty (60.0) feet, to a point on the northerly right-of-way line of said Park Drive; thence easterly along the northerly right-of-way line of said Park Drive, a distance of one thousand seven hundred sixty eight and fifteen hundredths (1,768.15) feet, to a point on the westerly right-of-way line of said Park Drive; thence northerly along the westerly right-of-way line of said Park Drive, a distance of nine hundred fifty three and three tenths (953.3) feet, to a point on the southerly right-of-way line of Stolley Park Road; thence easterly along the southerly right-of-way line of said Stolley Park Road, a distance of one hundred eight and seventy six hundredths (108.76) feet, to a point on the easterly right-of-way line of said Park Drive; thence southwesterly along the easterly right-of-way line of said Park Drive, a distance of ninety four and four tenths (94.4) feet; thence southerly along the easterly right-of-way line of said Park Drive, a distance of one hundred eight and six tenths (108.6) feet, to the northwest corner of Lot Six (6) Block "B" said Park-View Subdivision; thence easterly along the northerly line of Lot Six (6) Block "B" said Park-View Subdivision, a distance of one hundred seventy three and nine tenths (173.9) feet, to the northeast corner of Lot Six (6) Block "B" said Park-View Subdivision; thence southerly along the easterly line of Lot Six (6), Lot Eight (8), Lot Ten (10), Lot Twelve (12), Lot Fourteen (14), Lot Sixteen (16), Lot Eighteen (18), and Lot Twenty (20) all of Block "B" said Park-View Subdivision and Lot One (1) Park View Third Subdivision, a distance of eight hundred fifty nine and fifty three hundredths (859.53) feet, to the southeast corner of Lot One (1) said Park View Third Subdivision; thence westerly along a particular southerly line of Lot One (1) Park View Third Subdivision, a distance of sixty four and twenty three hundredths (64.23) feet; thence southerly along a particular easterly line of Lot One (1) said Park View Third Subdivision, a distance of thirty five and forty one hundredths (35.41) feet; thence westerly along the most southerly line of Lot One (1) said Park View Third Subdivision, a distance of one hundred fourteen and twenty nine hundredths (114.29) feet, to the southwest corner of Lot One (1) said Park View Third Subdivision, said point being on the easterly right-of-way line of said Park Drive; thence westerly, a distance of thirty and four hundredths (30.04) feet, to the southeast corner of Lot One (1) Block "C" said Park-View Subdivision; thence westerly along the southerly line of Lot One (1), Lot Three (3), Lot Five (5), Lot Seven (7), Lot Nine (9), Lot Eleven (11), Lot Thirteen (13), Lot Fifteen (15), Lot Seventeen (17), Lot Nineteen (19), Lot Twenty One (21), Lot Twenty Three (23), Lot Twenty Five (25), Lot Twenty Seven (27), and Lot Twenty Nine (29) all of Block "C" said Park-View Subdivision, a distance of one thousand seven hundred eight and eight tenths (1,708.8) feet,

ORDINANCE NO. 9301 (Cont.)

to the southwest corner of Lot Twenty Nine (29) Block "C" said Park-View Subdivision being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

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

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

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

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F3

**#9302 - Consideration of Creation of Water Main District 460 -
Grand Avenue & Riverview Drive**

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Tim Luchsinger

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ORDINANCE NO. 9302

An ordinance creating Water Main District No. 460 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 460 in the City of Grand Island, Nebraska, is hereby created for the laying of eight (8.0) inch diameter water mains with its appurtenances along Riverview Drive, Grand Avenue, and August Street in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at the northwest corner of Lot Three (3) Block Three (3) Country Club

Approved as to Form	?	_____
August 2, 2011_	?	City Attorney

ORDINANCE NO. 9302 (Cont.)

Subdivision in the City of Grand Island, Hall County, Nebraska; thence easterly along the northerly line of said Country Club Subdivision, a distance of one thousand three hundred twenty three and two tenths (1,323.2) feet, to the northeast corner of Lot One (1) Block One (1) said Country Club Subdivision; thence southerly along the easterly line of said Country Club Subdivision, a distance of one thousand fifty eight (1,058.0) feet, to a point on the southerly right-of-way line of Rosemont Avenue; thence westerly along the southerly right-of-way line of said Rosemont Avenue, a distance of two hundred sixty two and seven tenths (262.7) feet, to the westerly right-of-way line of August Street; thence northerly along the westerly right-of-way line of said August Street, a distance of one hundred fifty seven and six tenths (157.6) feet, to the southeast corner of Lot Seven (7) Block Five (5) said Country Club Subdivision; thence westerly along the southerly line of Lot Seven (7) Block Five (5) said Country Club Subdivision, a distance of one hundred ninety four and one tenth (194.1) feet, to the southwest corner of Lot Seven (7) Block Five (5) said Country Club Subdivision; thence northerly along the westerly line of Lot Seven (7), Lot Five (5), and Lot Three (3) all of Block Five (5) said Country Club Subdivision, a distance of two hundred ninety two and eight tenths (292.8) feet, to the northwest corner of Lot Three (3) Block Five (5) said Country Club Subdivision; thence easterly along the northerly line of Lot Three (3) Block Five (5) said Country Club Subdivision, a distance of one hundred ninety four and one tenth (194.1) feet, to the northeast corner of Lot Three (3) Block Five (5) said Country Club Subdivision, said point being on the westerly right-of-way line of said August Street; thence northerly along the westerly right-of-way line of said August Street, a distance of three hundred seven and six tenths (307.6) feet, to the southeast corner of Lot One (1) Block Six (6) said Country Club Subdivision; thence westerly along the southerly line of Lot One (1), Lot Two (2), Lot Three (3), Lot Four (4), Lot Five (5), and Lot Six (6) all of Block Six (6) said Country Club Subdivision, a distance of six hundred twenty nine and one tenth (629.1) feet, to a point on the easterly line of Lot Eight (8) Block Six (6) said Country Club Subdivision; thence southerly along the easterly line of Lot Eight (8), Lot Nine (9), and Lot Ten (10) all of Block Six (6) said Country Club Subdivision, a distance of two hundred seventy four (274.0) feet, to the southeast corner of Lot Ten (10) Block Six (6) said Country Club Subdivision; thence westerly along the southerly line of Lot Ten (10) Block Six (6) said Country Club Subdivision and its extension, a distance of two hundred forty seven and five tenths (247.5) feet, to a point on the westerly right-of-way line of Riverview Drive; thence northerly along the westerly right-of-way line of said Riverview Drive, a distance of sixty seven (67.0) feet, to the southeast corner of Lot Seven (7) Block Three (3) said Country Club Subdivision; thence westerly along the southerly line of Lot Seven (7) Block Three (3) said Country Club Subdivision, a distance of one hundred eighty seven and five tenths (187.5) feet, to the southwest corner of Lot Seven (7) Block Three (3) said Country Club Subdivision; thence northerly along the westerly line of said Block Three (3) of said Country Club Subdivision, a distance of five hundred thirty one (531.0) feet, to the northwest corner of said Lot Three (3) Block Three (3) said Country Club Subdivision being the said Point of Beginning.

ORDINANCE NO. 9302 (Cont.)

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

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

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

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

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F4

#9303 - Consideration of Creation of Water Main District 461 - Hagge Avenue

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Tim Luchsinger

•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9303

An ordinance creating Water Main District No. 461 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 461 in the City of Grand Island, Nebraska, is hereby created for the laying of eight (8.0) inch diameter water mains with its appurtenances along Hagge Avenue and William Street in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at the northwest corner of Lot Thirty Three (33) Haggess' Subdivision in the City of Grand Island, Hall County, Nebraska; thence easterly along the northerly line of Lots

Approved as to Form	?	_____
August 2, 2011_	?	City Attorney

ORDINANCE NO. 9303 (Cont.)

Thirty Three (33), Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40) and its easterly extension, and Lots Forty One (41), Forty Two (42), Forty Three (43), Forty Four (44), Forty Five (45), Forty Six (46), Forty Seven (47), Forty Eight (48), Forty Nine (49), Fifty (50), Fifty One (51) and its easterly extension, and Lots Fifty Two (52), Fifty Three (53), Fifty Four (54), Fifty Five (55), Fifty Six (56), Fifty Seven (57), and Fifty Eight (58) all of Haggess' Subdivision, a distance of two thousand seventy six (2,076.0) feet, to the northeast corner of Lot Fifty Eight (58) said Haggess' Subdivision; thence southerly along the easterly line of Lot Fifty Eight (58) said Haggess' Subdivision, a distance of one hundred fifty (150.0) feet, to a point on the northerly right-of-way line of Hagge Avenue; thence easterly along the northerly right-of-way line of said Hagge Avenue, a distance of seventy four (74.0) feet, to a point on the westerly right-of-way line of Riverside Drive; thence southerly along the westerly right-of-way line of said Riverside Drive, a distance of fifty (50.0) feet, to a point on the southerly right-of-way line of said Hagge Avenue; thence westerly along the southerly right-of-way line of said Hagge Avenue, a distance of seventy four and five tenths (74.5) feet, to the northeast corner of Lot Sixty One (61) said Haggess' Subdivision; thence southerly along the easterly line of Lot Sixty One (61) said Haggess' Subdivision, a distance of one hundred fifty (150.0) feet, to the southeast corner of Lot Sixty One (61) said Haggess' Subdivision; thence westerly along the southerly line of said Haggess' Subdivision, a distance of two thousand one hundred twenty four and two tenths (2,124.2) feet, to a point on the westerly right-of-way line of William Street; thence northerly along the westerly right-of-way line of said William Street, a distance of five hundred and seven tenths (500.7) feet, to a point on the southerly right-of-way line of Stolley Park Road; thence easterly along the southerly right-of-way line of said Stolley Park Road, a distance of forty nine and five tenths (49.5) feet, to a point on the easterly right-of-way line of said William Street; thence southerly along the easterly right-of-way line of said William Street, a distance of one hundred fifty and eight tenths (150.8) feet, to the northwest corner of said Lot Thirty Three (33) said Haggess' Subdivision being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

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

SECTION 5. This ordinance shall be in force and take effect from and after its passage,

ORDINANCE NO. 9303 (Cont.)

approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

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

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



The logo for the City of Grand Island Utilities Department is located at the top left. It features the text "CITY OF" in a small font above "GRAND ISLAND" in a large, bold, serif font. To the right of "GRAND ISLAND" is a circular emblem containing a stylized sun or moon with horizontal lines. Below the logo, the text "UTILITIES DEPARTMENT" is written in a bold, sans-serif font. Below this, the text "PLAT TO ACCOMPANY ORDINANCE NO. 9303" is written in a large, bold, sans-serif font. At the bottom, there is a table with two columns. The first column contains "DRN BY: K.J.M." and "DATE: 7/1/2011". The second column contains "SCALE: 1"= 300'" and "FILE: WMD 461".



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F5

#9304 - Consideration of Creation of Water Main Distinct 462 - Cochin Street

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Tim Luchsinger

•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9304

An ordinance creating Water Main District No. 462 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 462 in the City of Grand Island, Nebraska, is hereby created for the laying of eight (8.0) inch diameter water mains with its appurtenances along Cochin Street in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at the northeast corner of Lot Nine (9) Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision in the City of Grand Island, Hall

Approved as to Form	?	_____
August 2, 2011_	?	City Attorney

ORDINANCE NO. 9304 (Cont.)

County, Nebraska; thence southwesterly along the southerly line of Lot Nine (9) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision, a distance of ninety one (91.0) feet, to the southwest corner of Lot Nine (9) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision; thence northerly along the westerly line of Lot Nine (9) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision, a distance of twenty (20.0) feet; thence northwesterly, a distance of forty seven and five tenths (47.5) feet, to a point on the southerly line of Lot Twelve (12) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision; thence southwesterly along the southerly line of Lot Twelve (12) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision, a distance of seventy one and five tenths (71.5) feet, to the southwest corner of Lot Twelve (12) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision; thence northwesterly along the westerly line of Lot Twelve (12) and Lot Thirteen (13) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred sixty four and six tenths (164.6) feet, to the northwest corner of Lot Thirteen (13) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision; thence northeasterly, a distance of forty four and seventy eight hundredths (44.78) feet, to a point which is twenty (20.0) feet northwesterly at right angles to the southeasterly line of said Lot Fourteen (14) and ninety five (95.0) feet southwesterly from the intersection of said lot line with the southwesterly line of Cochin Street; thence northeasterly parallel with the southerly line of Lot Fourteen (14) said Re-subdivision of Block Four (4) Second Addition to Holcomb's Highway Homes Subdivision, a distance of ninety five (95.0) feet, to a point on the southerly right-of-way line of Cochin Street; thence northwesterly along the southerly right-of-way line of said Cochin Street, a distance of one hundred eighty one and five tenths (181.5) feet, to a point on the easterly right-of-way line of Riverside Drive; thence northerly along the easterly right-of-way line of Riverside Drive, a distance of sixty (60.0) feet; thence easterly along the northerly right-of-way line of said Cochin Street, a distance of one hundred (100.0) feet, to the southwest corner of Lot Seven (7) Block Three (3) Second Addition to Holcomb's Highway Homes Subdivision; thence northerly along the westerly line of Lot Seven (7) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred sixteen and four tenths (116.4) feet, to a particular northwest corner of Lot Seven (7) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence northeasterly along a northerly line of Lot Seven (7) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of seventy seven and seven tenths (77.7) feet, to a corner of said Lot Seven (7) Block Three said Second Addition to Holcomb's Highway Homes Subdivision; thence southeasterly along a northerly line of Lot Seven (7) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of sixty five (65.0) feet, to the northeast corner of Lot Eight (8) Block Three (3) said Second Addition to Holcomb's

ORDINANCE NO. 9304 (Cont.)

Highway Homes Subdivision; thence southeasterly along the northerly line of Lot Eight (8) and Lot Nine (9) both of Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of two hundred forty six and five tenths (246.5) feet, to the northwest corner of Lot Ten (10) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence southeasterly along the northerly line of Lot Ten (10) and Lot Eleven (11) both of Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred thirty five and four tenths (135.4) feet; thence southerly along the easterly line of Lot Eleven(11) and Lot Twelve (12) both of Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred twenty two and seven tenths (122.7) feet, to the southeast corner of Lot Twelve (12) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence southwesterly along the southerly line of Lot Twelve (12) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred forty six and eight tenths (146.8) feet, to the southwest corner of Lot Twelve (12) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision said point being on the easterly right-of-way line of said Cochin Street; thence southerly along the easterly right-of-way line of said Cochin Street, a distance of one hundred sixteen and one tenth (116.1) feet, to a point on the northerly right-of-way line of Wyandotte Street; thence westerly along the northerly right-of-way line of said Wyandotte Street, a distance of sixty (60.0) feet, to a point on the westerly right-of-way line of said Cochin Street; thence northerly along the westerly right-of-way line of said Cochin Street, a distance of ninety five (95.0) feet, to the northeast corner of said Lot Nine (9) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

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

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the

ORDINANCE NO. 9304 (Cont.)

Register of Deeds of Hall County, Nebraska.

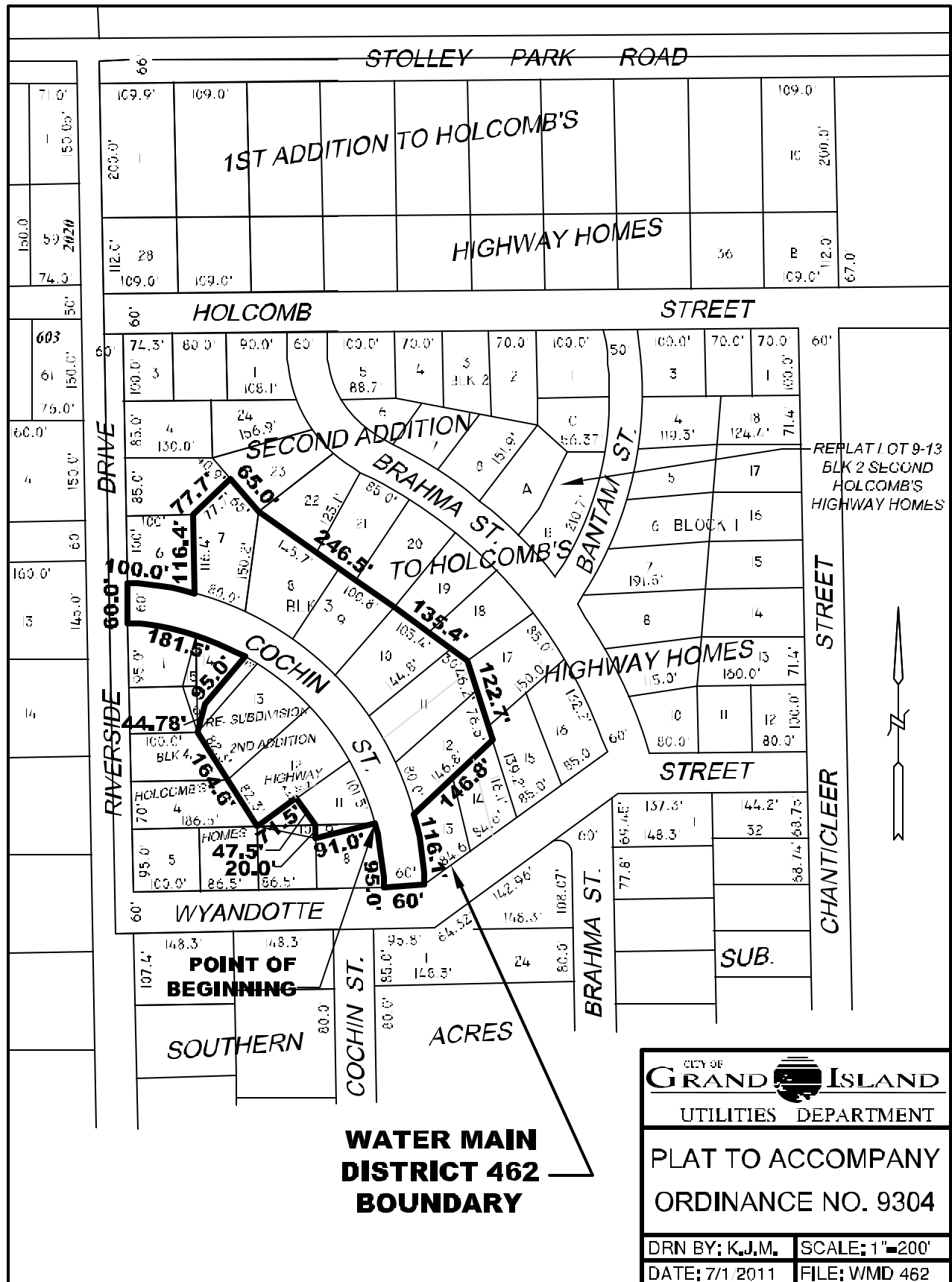
SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F6

**#9305 - Consideration of Creation of Water Main District 463 -
Brahma & Bantam Streets**

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Tim Luchsinger

•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9305

An ordinance creating Water Main District No. 463 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 463 in the City of Grand Island, Nebraska, is hereby created for the laying of eight (8.0) inch diameter water mains with its appurtenances along Brahma Street and Bantam Street in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at the northwest corner of Lot Twenty Four (24) Block Three (3) Second

Approved as to Form	?	_____
August 2, 2011_	?	City Attorney

ORDINANCE NO. 9305 (Cont.)

Addition to Holcomb's Highway Homes Subdivision in the City of Grand Island, Hall County, Nebraska; thence easterly along the northerly line of Lot Twenty Four (24) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred thirty two and three tenths (132.3) feet, to the northeast corner of Lot Twenty Four (24) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, said point also being on the westerly right-of-way line of Brahma Street; thence northerly along the westerly right-of-way line of said Brahma Street, a distance of one hundred three (103.0) feet, to a point on the southerly right-of-way line of Holcomb Street; thence easterly along the southerly right-of-way line of said Holcomb Street, a distance of sixty (60.0) feet, to a point on the easterly right-of-way line of said Brahma Street; thence southerly along the easterly right-of-way line of said Brahma Street, a distance of one hundred one and three tenths (101.3) feet, to the northwest corner of Lot Six (6) Block Two (2) said Second Addition to Holcomb's Highway Homes Subdivision; thence easterly along the northerly line of Lot Six (6) Block Two (2) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of eighty eight and seven tenths (88.7) feet, to a particular corner of said Lot Six (6) Block Two (2) said Second Addition to Holcomb's Highway Homes Subdivision; thence southeasterly along the northerly line of Lot Six (6), Lot Seven (7), and Lot Eight (8) all of Block Two (2) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of two hundred fourteen and four tenths (214.4) feet, to a point on the westerly line of Lot "C", Replat of Lots Nine (9) through Thirteen (13) Block Two (2) Second Addition to Holcomb's Highway Homes Subdivision; thence northerly along the westerly line of Lot "C" said Replat of Lots Nine (9) through Thirteen (13) Block Two (2) Second Addition to Holcomb's Highway Homes Subdivision, a distance of forty one and five tenths (41.5) feet, to the northwest corner of Lot "C" said Replat of Lots Nine (9) through Thirteen (13) Block Two (2) Second Addition to Holcomb's Highway Homes Subdivision; thence easterly along the northerly line of Lot "C" said Replat of Lots Nine (9) through Thirteen (13) Block Two (2) Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred seven and two tenths (107.2) feet, to the northeast corner of Lot "C" said Replat of Lots Nine (9) through Thirteen (13) Block Two (2) Second Addition to Holcomb's Highway Homes Subdivision, said point also being on the westerly right-of-way line of Bantam Street; thence northerly along the westerly right-of-way line of said Bantam Street, a distance of one hundred (100.0) feet, to a point on the southerly right-of-way line of said Holcomb Street; thence easterly along the southerly right-of-way line of said Holcomb Street, a distance of fifty (50.0) feet, to a point on the easterly right-of-way line of said Bantam Street; thence southerly along the easterly right-of-way line of said Bantam Street, a distance of one hundred (100.0) feet, to the northwest corner of Lot Four (4) Block One (1) said Second Addition to Holcomb's Highway Homes Subdivision; thence easterly along the northerly line of Lot Four (4) Block One (1) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred seventeen (117.0) feet, to the northeast corner of Lot Four (4) Block One (1) said Second Addition to Holcomb's

ORDINANCE NO. 9305 (Cont.)

Highway Homes Subdivision; thence southerly along the easterly line of Lot Four (4), Lot Five (5), Lot Six (6), Lot Seven (7), Lot Eight (8), and Lot Nine (9) all of Block One (1) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of four hundred thirty and eight tenths (430.8) feet, to the southeast corner of Lot Nine (9) Block One (1) said Second Addition to Holcomb's Highway Homes Subdivision; thence westerly along the southerly line of Lot Nine (9) Block One (1) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred fifteen (115.0) feet, to the southwest corner of Lot Nine (9) Block One (1) said Second Addition to Holcomb's Highway Homes Subdivision, said point also being on the easterly right-of-way line of said Brahma Street; thence southerly along the easterly right-of-way line of said Brahma Street, a distance of ninety one and five tenths (91.5) feet, to a point on the northerly right-of-way line of Wyandotte Street; thence westerly along the northerly line of said Wyandotte Street, a distance of sixty (60.0) feet, to a point on the westerly right-of-way line of said Brahma Street; thence northerly along the westerly right-of-way line of said Brahma Street, a distance of one hundred thirty two and two tenths (132.2) feet, to the southeast corner of Lot Seventeen (17) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence southwesterly along a southerly line of Lot Seventeen (17) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred fifty (150.0) feet to the southwest corner of Lot Seventeen (17) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence northerly along the westerly line of Lot Seventeen (17) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred and six tenths (100.6) feet, to the southwest corner of Lot Eighteen (18) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence northwesterly along the westerly line of Lot Eighteen (18) and Lot Nineteen (19) both of Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred thirty five and four tenths (135.4) feet, to the southwest corner of Lot Twenty (20) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence northwesterly along the westerly line of Lot Twenty (20), Lot Twenty One (21), and Lot Twenty Two (22) all of Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of two hundred forty six and five tenths (246.5) feet, to the southwest corner of Lot Twenty Three (23) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence northwesterly along the westerly line of Lot Twenty Three (23) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of one hundred five and nine tenths (105.9) feet, to the southwest corner of Lot Twenty Four (24) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision; thence northerly along the westerly line of Lot Twenty Four (24) Block Three (3) said Second Addition to Holcomb's Highway Homes Subdivision, a distance of eighty five (85.0) feet, to the northwest corner of said Lot Twenty Four (24) Block Three (3) said Second Addition to Holcomb's Highway Subdivision being the said Point of Beginning.

ORDINANCE NO. 9305 (Cont.)

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

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

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

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

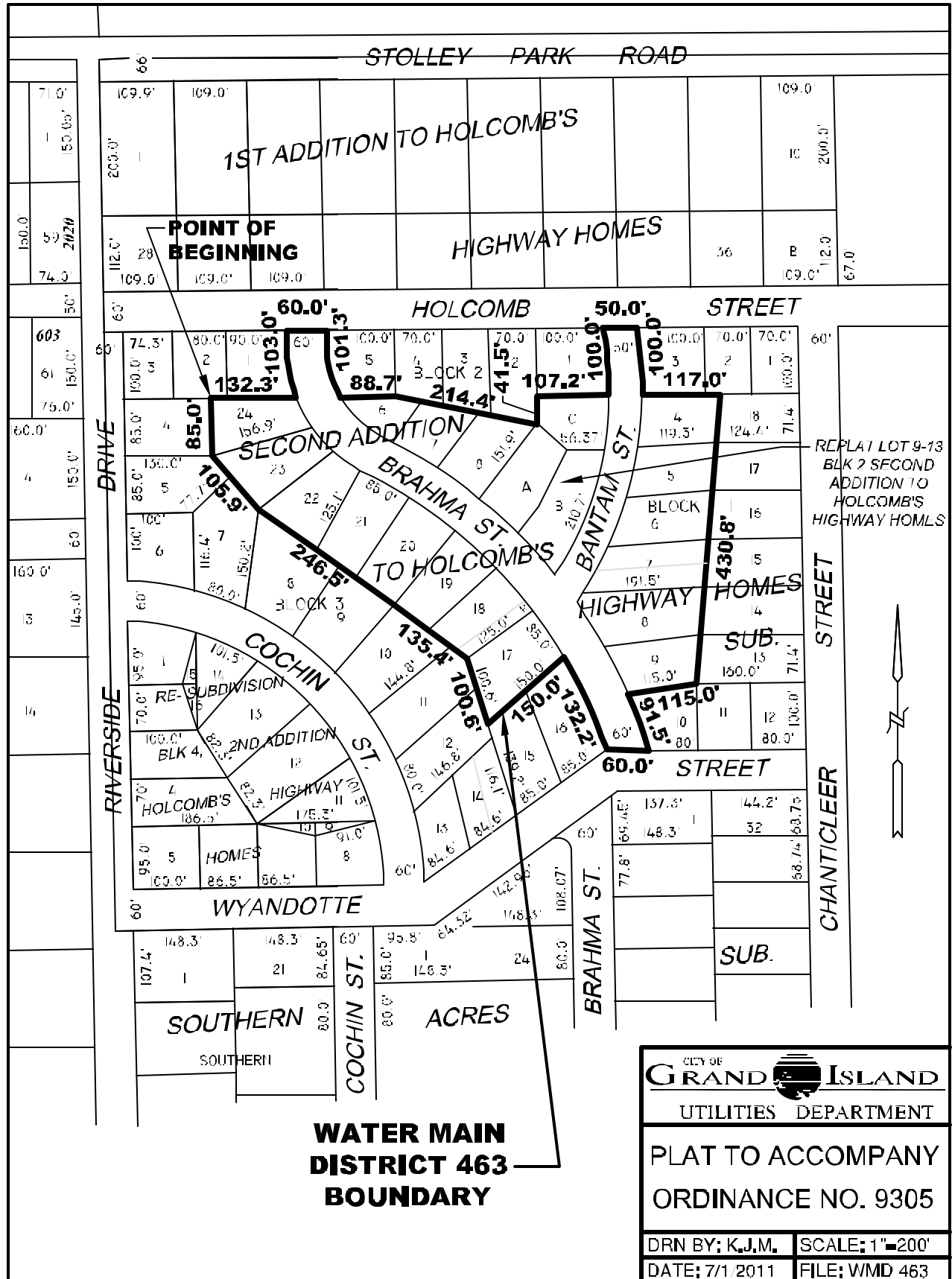
SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F7

**#9306 - Consideration of Creation of Water Main District 464 -
Antelope Drive**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: August 9, 2011

Subject: Consideration of Creation of Water Main Districts:
464 – Antelope Drive - Ordinance #9306
465 – Wildwood, Elk, & Cougar Drives – Ordinance #9307
In the Wildwood and Hiser Subdivisions

Item #'s: F-7 & F-8

Presenter(s): Tim Luchsinger, Utilities Director

Background

A petition was received from property owners within the Wildwood Subdivision and Hiser Subdivision requesting City water service. The subdivisions are located at the southwest corner of Highway 281 and Wildwood Drive. The commercial/retail area was annexed into the City in 2002. Please refer to the attached drawing for reference.

Discussion

Petitions were forward to the City Council for consideration of creating two Water Main Districts at the July 26, 2011 meeting, which will cover all subdivided properties. By creating two separate Districts, it provides an opportunity for the property owners within each area to decide if they want City water service. If the districts pass the protest period, one contract for construction would be issued. There should be a cost savings from the economy of scale for the joint contract.

Assessment districts are the Utility Department's standard method for installing water mains to areas requesting City service. Property owners within the district's boundary will be notified and have 30 days to submit objection to the project. All eligible cost of construction will be charged to the property owners within the respective districts. These assessments would be collected over a five year period, at 7% simple interest on the unpaid balance.

The appropriate information was submitted to the Legal Department for preparation of the appropriate ordinances for defining and creating the Water Main Districts. The two Ordinances and maps are attached.

Alternatives

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

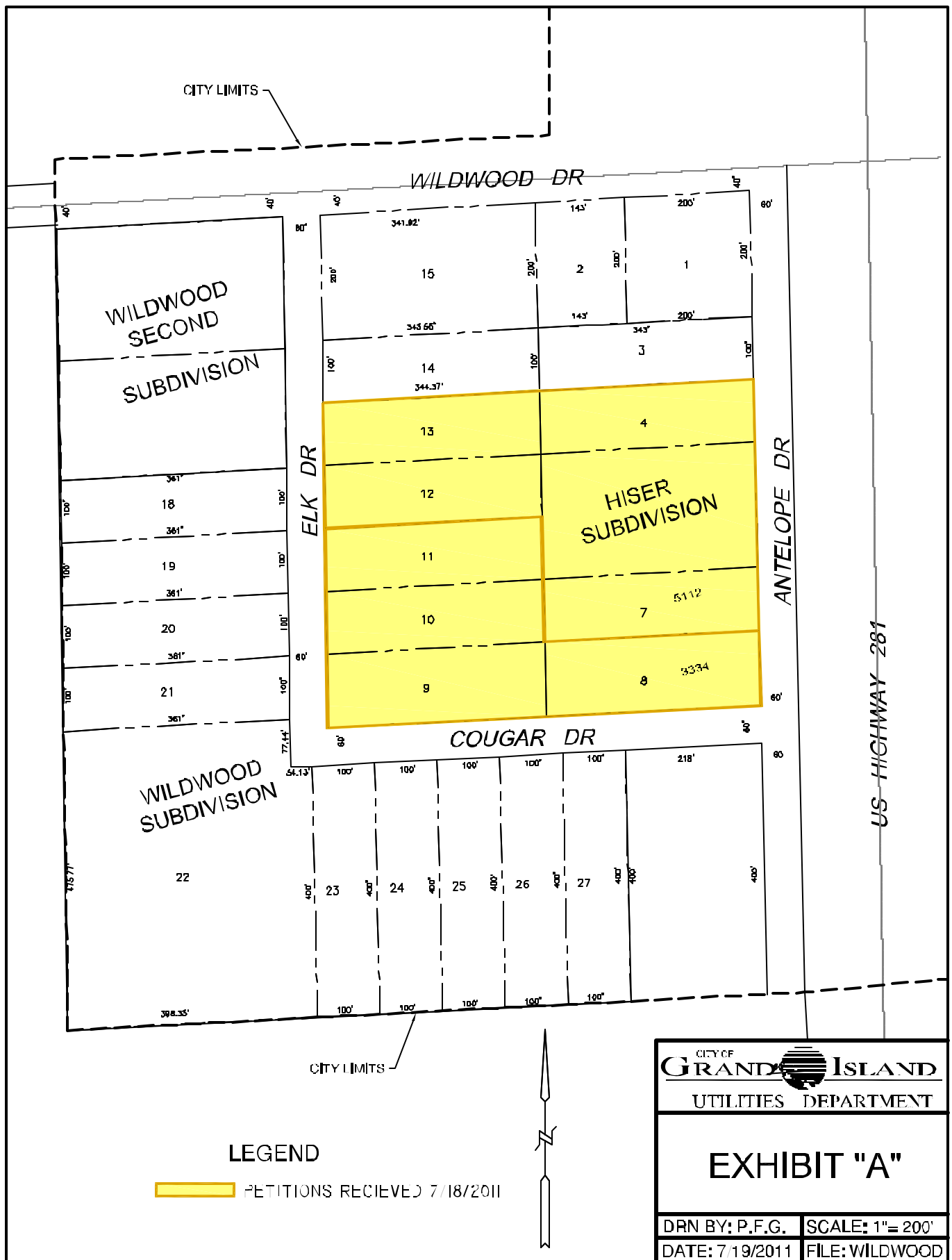
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Ordinance #9306 creating Water Main District #464, and Ordinance #9307 creating Water Main District #465 in the Wildwood and Hiser Subdivisions.

Sample Motion

Move to approve Ordinance 9306 creating Water Main District #464, and Ordinance 9307 creating Water Main District #465.



E 1/2, SE 1/4
SEC. 1-10-10

**WATER MAIN
DISTRICT 464
BOUNDARY**

CITY LIMITS

NORTH LINE-
WILDWOOD SUB.

POINT OF
BEGINNING

260.0'

NE CORNER-
WILDWOOD SUB.

SECTION LINE

WILDWOOD DRIVE

LOT 1
**WILDWOOD
SECOND
SUBDIVISION**
LOT 2

ELK DRIVE

WILDWOOD

**HISER
SUBDIVISION**
LOT 1

ANTELOPE DRIVE

EAST LINE-
WILDWOOD SUB.

SECTION LINE

US HIGHWAY 281

COUGAR DRIVE

SUBDIVISION

PT OF NE 1/4, NE 1/4
SEC. 12-10-10

CITY LIMITS

CITY OF
GRAND ISLAND

UTILITIES DEPARTMENT

**PLAT TO ACCOMPANY
ORDINANCE #9306**

DRN BY: K.J.M.

SCALE: 1" = 200'

DATE: 7/19/2011

FILE: WMD 464

•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9306

An ordinance creating Water Main District No. 464 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 464 in the City of Grand Island, Nebraska, is hereby created for the laying of sixteen (16.0) inch diameter water mains with its appurtenances along Antelope Drive in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Approved as to Form August 2, 2011	? _____ City Attorney
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ORDINANCE NO. 9306 (Cont.)

Beginning at the northeast corner of Wildwood Subdivision in the City of Grand Island, Hall County, Nebraska; thence southerly along the easterly line of said Wildwood Subdivision, a distance of nine hundred twenty and fourteen hundredths (920.14) feet; thence westerly along the southerly right-of-way line of Cougar Drive and its extension, a distance of four hundred three (403.0) feet; thence northerly along the westerly line of Lot Three (3), Lot Four (4), Lot Seven (7), Lot Eight (8) and its extension, all of said Wildwood Subdivision, and the westerly line of Lot One (1) Hiser Subdivision, a distance of six hundred seventy eight and ninety two hundredths (678.92) feet, to the northwest corner of Lot Three (3) said Wildwood Subdivision; thence easterly along the northerly line of Lot Three (3) said Wildwood Subdivision, a distance of one hundred forty three (143.0) feet, to the southwest corner of Lot One (1) said Wildwood Subdivision; thence northerly along the westerly line of Lot One (1) said Wildwood Subdivision and its extension, a distance of two hundred forty (240.0) feet, to a point on the northerly line of said Wildwood Subdivision; thence easterly along the northerly line of said Wildwood Subdivision, a distance of two hundred sixty (260.0) feet, to the northeast corner of said Wildwood Subdivision being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

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

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

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

SECTION 7. After passage, approval and publication of this ordinance, notice of

ORDINANCE NO. 9306 (Cont.)

the creation of said district shall be published in the Grand Island Independent, without the plat,
as provided by law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F8

**#9307 - Consideration of Creation of Water Main District 465 -
Wildwood, Elk, and Cougar Drives**

This item relates to the aforementioned Ordinance item F-7.

Staff Contact: Tim Luchsinger

•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9307

An ordinance creating Water Main District No. 465 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 465 in the City of Grand Island, Nebraska, is hereby created for the laying of eight (8.0) inch and twelve (12.0) inch diameter water mains with its appurtenances along Wildwood Drive, Elk Drive, and Cougar Drive in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Approved as to Form	?
August 2, 2011	? <u> </u> City Attorney

ORDINANCE NO. 9307 (Cont.)

Beginning at the northeast corner of Wildwood Subdivision in the City of Grand Island, Hall County, Nebraska; thence westerly along the northerly line of said Wildwood Subdivision, a distance of two hundred sixty (260.0) feet; thence southerly along the easterly line of Lot Two (2) and its extension, said Wildwood Subdivision, a distance of two hundred forty (240.0) feet, to the southeast corner of Lot Two (2) said Wildwood Subdivision; thence westerly along the southerly line of Lot Two (2) said Wildwood Subdivision, a distance of one hundred forty three (143.0) feet, to the northeast corner of Lot Fourteen (14) said Wildwood Subdivision; thence southerly along the easterly line of Lot Fourteen (14), Lot Thirteen (13), Lot Twelve (12), Lot Eleven (11), Lot Ten (10), Lot Nine (9) and its extension, all of said Wildwood Subdivision, a distance of six hundred seventy eight and ninety two hundredths (678.92) feet, to a point on the southerly right-of-way line of Cougar Drive; thence easterly along the southerly right-of-way line of said Cougar Drive and its extension, a distance of four hundred three (403.0) feet, to a point on the easterly line of said Wildwood Subdivision; thence southerly along the easterly line of said Wildwood Subdivision, a distance of four hundred (400.0) feet; thence westerly along the southerly line of said Wildwood Subdivision and its extension, a distance of one thousand one hundred seventy six and thirty three hundredths (1,176.33) feet, to the southwest corner of said Wildwood Subdivision; thence northerly along the westerly line of said Wildwood Subdivision and the westerly line of Wildwood Second Subdivision and its extension, a distance of one thousand four hundred ninety eight and eighty eight hundredths (1,498.88) feet; thence easterly, one hundred eighty three (183.0) feet northerly and parallel with the southerly line of Section One (1), Township Ten (10) North, Range Ten (10) West, a distance of seven hundred eighty (780.0) feet; thence northerly along the city limits boundary of the said City of Grand Island, a distance of one hundred seventy (170.0) feet, to a point being three hundred twenty (320.0) feet north of the southerly line of said Section One (1); thence easterly, three hundred twenty (320.0) feet northerly and parallel with the southerly line of said Section One (1), a distance of three hundred eighty seven and eight tenths (387.8) feet, more or less, to a point on the westerly right-of-way line of U.S. Highway 281; thence southerly along the westerly right-of-way line of said U.S. Highway 281, a distance of three hundred fifty three (353.0) feet, to the northeast corner of said Wildwood Subdivision being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

ORDINANCE NO. 9307 (Cont.)

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

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

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

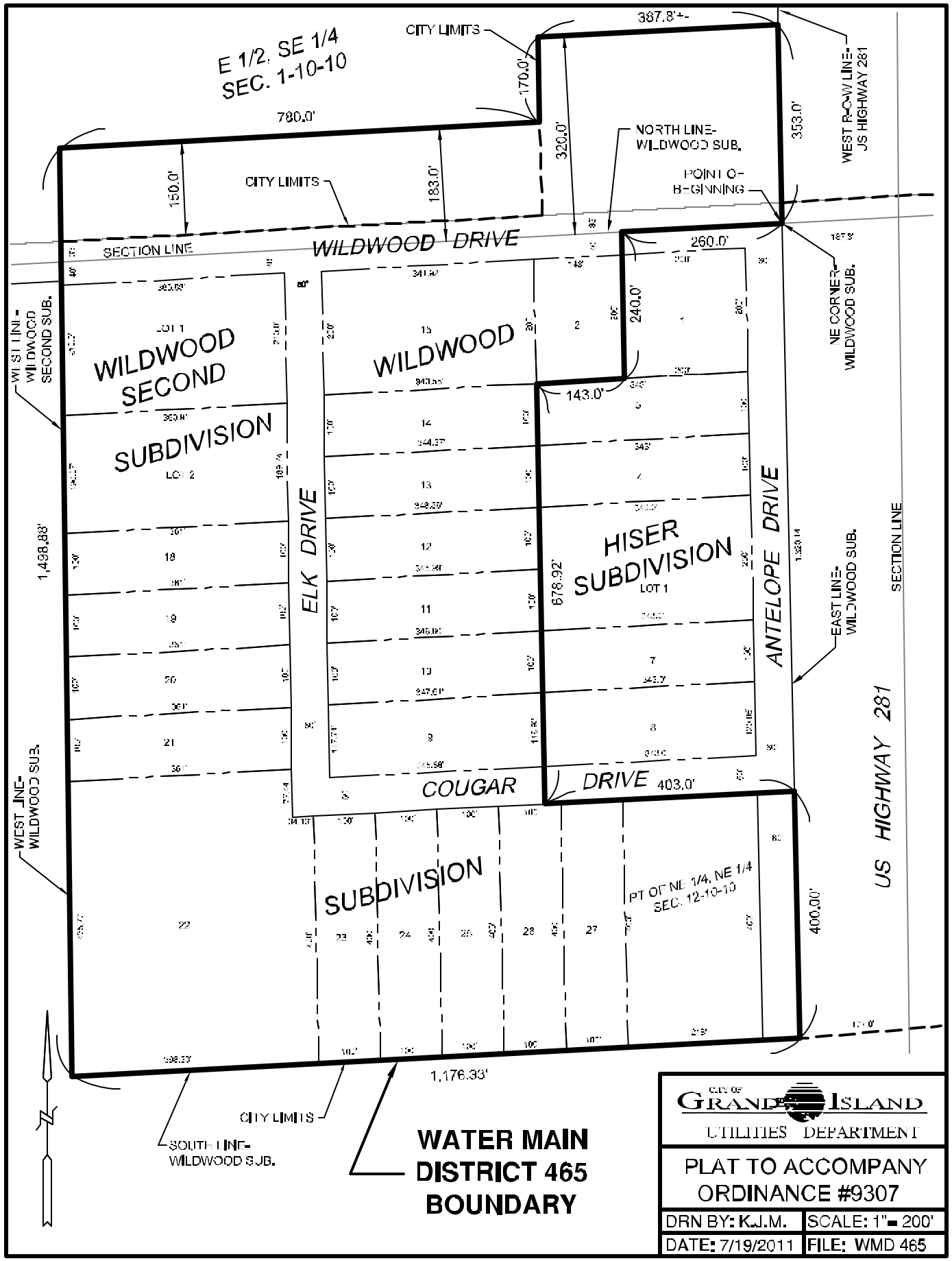
SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



CITY OF GRAND ISLAND
UTILITIES DEPARTMENT

**PLAT TO ACCOMPANY
ORDINANCE #9307**

DRN BY: K.J.M.	SCALE: 1" = 200'
DATE: 7/19/2011	FILE: WMD 465



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F9

#9308 - Consideration of Amending Chapter 23 of the Grand Island City Code Relative to Telephone Occupation Tax

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator
Meeting: August 9, 2011
Subject: Cell Phone Company Occupation Tax
Item #'s: F-9
Presenter(s): Mary Lou Brown, City Administrator

Background

This memo was originally brought forward by City Administration at the July 26, 2011 Council meeting. Council voted to refer the item to the August 9, 2011 Council meeting.

Discussion

The City of Grand Island currently imposes a 3% occupation tax on all telephone companies doing business in the City and providing either a fixed location or landline telephone service or two way cellular, wireless, mobile and/or radio telephone or communications service. The money received from this occupation tax is dedicated to the General Fund and is used to provide partial funding for those particular departments.

For the fiscal year 2012, the City is losing \$375,000 of revenue related to the State Aid to Cities funding and is expecting to pay approximately \$125,000 in sales tax refunds related to the Nebraska Advantage Act. Both the State Aid to Cities and sales tax receipts are dedicated to the General Fund and are used to provide partial funding for services provided by that fund.

In order to replace these lost revenue dollars with revenue dollars, an increase to the cell phone company occupation tax portion of the tax is being recommended. Cell phone is defined as two way cellular, wireless, mobile and/or radio telephone or communications service. The percentage would increase from 3% to 6% and would be applied to only those gross receipts from the legally established basic monthly charges collected for local and intrastate telephone or communications services to subscribers within the City. The increased rate would generate approximately \$500,000.

The funds related to the increased percentage would be dedicated to the General Fund – just like the existing occupation tax and just like the revenue dollars that have been lost

due to changes enacted by the State Legislature. The dollars will provide funding to those departments that are included in the General Fund. This rate adjustment is meant to replace \$500,000 lost in the General Fund and will be used to maintain General Fund services.

Alternatives

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

1. Move to approve the increase in the cell phone occupation tax from 3% to 6%.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Ordinance before it amending Grand Island City Code §23-21 and enacting Grand Island City Code, Article VIII, §23-80.

Sample Motion

Move to approve Ordinance No. 9308 amending Grand Island City Code §23-21 and enacting Grand Island City Code, Article VIII, §23-80.

ORDINANCE NO. 9308

WHEREAS, the City of Grand Island finds it necessary to amend Grand Island City Code §23-21 to separate fixed location or landline telephone service from two way cellular, wireless, mobile and/or radio telephone or communications service; and

WHEREAS, the City of Grand Island finds it necessary to enact Grand Island City Code §23-80, to reflect the separate application of occupation tax to two way cellular, wireless, mobile and/or radio telephone or communications service,

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

I. That Grand Island City Code §23-21 be amended to read as follows:

Article III. Telephone Companies

§23-21. Occupation Tax; Exemption

All telephone companies doing business in the City and providing fixed location or landline telephone service are required to pay an occupation tax to the City in an amount equal to three percent of the gross receipts from the legally established basic monthly charges collected for local exchange telephone service and intrastate message toll telephone service to subscribers in the City. There shall be exempted from the provisions of this article all receipts for telephone service to the United States government or any of its departments and all receipts from the State of Nebraska or any of its departments and no part or portion of the tax provided for in this article shall be levied upon or assessed against or taken from the United States government, the government of the State of Nebraska, or any of either of their departments.

II. That Grand Island City Code, Article VIII, §23-80 be enacted to read as follows:

Article VIII. Cellular or Wireless Telephone or Communications Companies

§23-80. Occupation Tax; Exemption

All telephone or communications companies doing business in the City and providing two way cellular, wireless, mobile, and/or radio telephone or communications service are required to pay an occupation tax to the City in an amount equal to six percent of the gross receipts from the legally established basic monthly charges collected for local and intrastate telephone or communications services to subscribers within the City. There shall be excepted from the provisions of this article all receipts for cellular, wireless, mobile, and/or radio telephone or communications service to the United States government or any of its departments and all receipts from the State of Nebraska or any of its departments and no part or portion of the tax provided for in this article shall be levied upon or assessed against or taken from the United States government, the government of the State of Nebraska, or any of either of their departments.

Approved as to Form	?
August 2, 2011_	? City Attorney

III. Any ordinances or parts of ordinances in conflict are hereby repealed.

IV. This ordinance shall be in full force and will take effect from and after its passage and publication on October 1, 2011.

Enacted: August 9, 2011.

Jay Vavricek, Mayor

ATTEST:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F10

#9309 - Consideration of Amending Chapter 22-92 of the Grand Island City Code Relative to Truck and Trailer Parking on Streets

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: August 9, 2011

Subject: Truck and Trailer Parking on Streets,
City Ordinance 22-92

Item #'s: F-10

Presenter(s): Steven Lamken, Police Chief

Background

Business owners in the Platte Valley Industrial Park and the Economic Development Corporation have approached City Administration with the concern of an ongoing problem of trucking companies using the streets in the industrial park as their place of business. The companies are parking trailers and trailer dollies, transferring loads from one trailer to another and dropping and picking up trailers on the street.

The City does not have an ordinance that addresses this concern. Our current City Code 22-92 only addresses parking large trucks and trailers on residential streets. We believe that there needs to be an ordinance that will address this problem city wide instead of attempting to address it street by street.

We are proposing adopting changes to City Code 22-92 that would prohibit parking large trucks and trailers on all streets of the City with the exceptions for deliveries or collections, waiting to deliver or collect so long as the driver is present and for construction of adjacent properties.

The proposed changes would also provide that a truck or trailer in violation would be deemed a nuisance and provide for the immediate impoundment of the vehicle.

Discussion

Business owners in the Platte Valley Industrial Park and the Economic Development Corporation have approached City Administration with the concern of an ongoing problem of trucking companies using the streets in the industrial park as their place of

business. The companies are parking trailers and trailer dollies, transferring loads from one trailer to another and dropping and picking up trailers on the street.

This creates several concerns. One concern is traffic safety. At times trucks and trailers are double parked on the street when loads are being transferred between trailers. Trailer dollies which are not licensed vehicles and do not have light or reflective material on them are being left on the street.

A second concern is that a lack of any restrictions could result in more semi trailers being left on streets in commercial areas. Some commercial streets have higher volumes of traffic and trailers could create visibility barriers for motorists. Some commercial streets are not as wide as those in the industrial park. Leaving large trailers on the street can reduce safety by narrowing the traffic lanes.

Another concern is the complaints from property owners in the industrial park who are concerned about damage to properties. The property owners have made efforts to maintain the appearance of their properties and the area. The trailers and dollies left in the street detract from the appearance of the area. Drivers are driving over the curbs of the streets when turning and causing ruts in the lots and damage.

A final concern of the property owners is that these companies are using public streets as their business location in the City. They are conducting commerce on the street and not always making deliveries or picking up products from a local business. Other trucking companies that have trucks and trailers staged in Grand Island maintain depots or operational facilities in the City. The City has historically restricted commerce on City streets through requiring permitting or restricting businesses from using the street.

The proposed ordinance would expand the prohibition of parking large trucks and trailers on any street in the City. The ordinance provides a clear definition of a vehicle that would be classified as a large truck or trailer. The ordinance would allow for the exceptions of delivery and collection, waiting for delivery or collection with the driver present or for construction on a property adjacent to the street. The ordinance should not hamper commerce with the provided exceptions.

The ordinance also provides for a vehicle in violation to be deemed a nuisance and impounded. The Police Department believes this is necessary. It is a somewhat futile jester to write a parking ticket and leave it on a trailer sitting on a street. Many trailers are licensed to a corporation and not an individual. Semi trailers are often licensed in another state. There is no accepted location to affix a citation that would ensure that a driver picking up a trailer would find it. A parking ticket would not serve as an effective deterrent to violators. Impoundment of the vehicle will be an effective deterrent.

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 amending City Code #22-92.

Sample Motion

Move to approve Ordinance No. 9309, Truck and Trailer Parking Prohibited.

ORDINANCE NO. 9309

WHEREAS, The City is responsible for the regulation of use of and parking on City streets; and

WHEREAS, City streets are being used by businesses as their official location for the purposes of storage of trailers, picking up and dropping trailers, loading and unloading trailers and transferring materials between trailers; and

WHEREAS; these activities create concerns with traffic safety, property damage, and the use of the streets for purposes that the City historically has regulated and restricted, and

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

SECTION 1. Section 22-92 of the Grand Island City Code is amended to read as follows:

§22-92. ~~Parking Trucks in Residential District~~ Truck and Trailer Parking Prohibited

(a) ~~It shall be unlawful for any person to park a truck or trailer with a licensed capacity over five tons, or any truck which individually or in combination with a trailer exceeds 21 feet in length or seven feet in width, upon any street or alley for a period of more than one hour unless such vehicle is, after the expiration of such period, actually except a truck or trailer being used for the purpose of delivering or collecting goods, wares, merchandise or materials, or waiting an opportunity to so load or unload materials and providing the driver is present therewith; or except when such trailer is parked in connection with and in aid of the ongoing performance of construction upon or reparative service to or on property in the City block in which such trailer is parked, on any street adjacent to property zoned as a residential property pursuant to Chapter 36 of this code or on any street designated as a snow emergency route street for a period of time longer than is necessary for the expeditious delivery or collecting of goods, wares, merchandise or materials, and in no event for a period of time exceeding two hours; provided, that the provisions of this section shall not apply to trucks or trailers being used in connection with building, repair, service, or moving operations.~~ Any vehicle in violation of this section is hereby declared to be a public nuisance and is subject to immediate removal and impoundment.

(b) This section shall not be construed as permitting the parking of any vehicle in any zone where parking is otherwise prohibited or restricted by this chapter, or as extending the time of parking where such is now restricted to a shorter period than herewithin allowed.

ORDINANCE NO. 9309 (Cont)

SECTION 2. The foregoing section of Chapter 22 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. 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 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
August 5, 2011	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F11

#9310 - Consideration of Amending Chapter 35 of the Grand Island City Code Relative to Parkview Groundwater

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Craig Lewis, Building Department Director
Jason Eley, Assistant City Attorney

Meeting: August 9, 2011

Subject: Groundwater Control Ordinance
Chapter 35, Article VIII. Groundwater Control Area No. 3

Item #'s: F-11

Presenter(s): Bradley Vann, EPA

Background

The Parkview Well Superfund Site is located in the southwestern portion of the City of Grand Island in Hall County, Nebraska. The Site consists of two areas of groundwater contamination and associated source areas which resulted from the historical mismanagement of industrial solvents.

A contaminant source area located at a facility at 3304 Engleman Road South has resulted in contamination in the groundwater which trends to the east. This groundwater contamination is referred to as the Southern Plume. A contaminant source area located at a facility at 3445 West Stolley Park Road has resulted in groundwater contamination which trends to the east. This groundwater contamination is referred to as the Northern Plume.

A component of selected remedies is the enactment by the City of Grand Island of an institutional control ordinance designating a Groundwater Control Area through which groundwater use would be restricted to prevent human exposure and consumption of contaminated groundwater and prohibit the installation of new wells supplying water for human consumption in the plume areas.

Discussion

There are currently 2 groundwater control ordinances. At a study session on May 17th 2011, Bradley Vann, from the United States Environmental Protection, presented an overview of the Parkview groundwater measures. The Parkview groundwater measures will constitute a 3rd groundwater control ordinance. The Parkview measures will be an addition to the current City

Code Chapter 35, and will be of similar character as the other 2 groundwater ordinances already in place.

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 Ordinance 9310 amending Chapter 35 of the Grand Island City Code relative to Parkview Groundwater Control Area No. 3.

Sample Motion

Move to approve Ordinance 9310 amending Chapter 35 of the Grand Island City Code relative to Parkview Groundwater Control Area No. 3.

ORDINANCE NO. 9310

An ordinance to amend Chapter 35 of the Grand Island City Code; to add Article VIII, subsections 35-84 to 35-92 pertaining to Groundwater Control Area No. 3, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 35-84 through 35-92 of the Grand Island City Code is hereby added to read as follows:

Article VIII. Groundwater Control Area No. 3

§ 35-84. Purpose

(A) The Parkview Well Superfund Site (“Site”) is located in the southwestern portion of the city of Grand Island in Hall County, Nebraska. The Site consists of two areas of groundwater contamination and associated source areas which resulted from the historical mismanagement of industrial solvents.

(B) The United States Environmental Protection Agency (EPA) has issued an Interim Record of Decision dated September 26, 2006 (“Interim ROD”), and a Record of Decision dated September 30, 2007 (“Final ROD”), and an Explanation of Significant Differences for the Site. The RODs identified two contaminant source areas. A contaminant source area located at a facility at 3304 Engleman Road South has resulted in contamination in the groundwater which trends to the east. This groundwater contamination is referred to in the RODs as the Southern Plume. A contaminant source area located at a facility at 3445 West Stolley Park Road has resulted in groundwater contamination which trends to the east. This groundwater contamination is referred to in the RODs as the Northern Plume.

(C) The RODs presented the selected remedies for the source areas and the plumes. A component of the selected remedies in the Interim ROD is the enactment by the City of Grand Island of an institutional control ordinance designating a Groundwater Control Area through which groundwater use would be restricted to prevent human exposure and consumption of contaminated groundwater and prohibit the installation of new wells supplying water for human consumption in the plume areas. This institutional control ordinance is to remain in full force and effect until the groundwater contamination identified in the RODs is reduced to a level making the groundwater safe to be used as a source of drinking water pursuant to the Safe Drinking Water Act, 42 U.S.C. §§ 300f – 300j-26, or its successor legislation.

Approved as to Form
August 2, 2011_

City Attorney

ORDINANCE NO. 9310 (Cont.)

§ 35-85. Definitions

As used in this Article, the following terms mean:

City means the City of Grand Island, Nebraska.

Domestic use means human consumption and any use of groundwater for human health and sanitation including, but not limited to, drinking, cooking, washing, bathing, showering, and other similar household uses.

EPA means the United States Environmental Protection Agency, and any successor departments or agencies of the United States. Submissions to be made to EPA hereunder shall be sent to: U.S. Environmental Protection Agency, 901 North 5th Street, Kansas City, Kansas 66101, and shall reference the "Parkview Well Superfund Site."

Groundwater means water pumped from a well located within the Groundwater Control Area No. 3 described in § 35-86.

Groundwater contamination means the chemicals of concern described in the RODs for the Parkview Well Superfund Site.

Groundwater Control Area No. 3 means a defined area within the corporate limits of the City of Grand Island subject to the institutional controls provided for in this Article which are intended to prohibit human exposures to contaminated groundwater from wells.

NDEQ means the Nebraska Department of Environmental Quality, and any successor departments or agencies of the State of Nebraska.

NDNR means the Nebraska Department of Natural Resources, and any successor departments or agencies of the State of Nebraska.

RODs mean those Records of Decision, and Explanation of Significant Differences described in § 35-84 above, as well as any subsequent Records of Decision, Record of Decision Amendments, and/or Explanation of Significant Differences, issued by EPA pertaining to the Site.

Well means a hole or shaft sunk into the earth in order to obtain water from a natural subterranean supply or aquifer.

The definitions found in Neb. Rev. Stat., Chapter 46 - Irrigation and Regulation of Water - are adopted herein by reference, except where such definitions are in conflict with those provided herein.

§ 35-86. Groundwater Control Area Boundaries

The boundaries of Groundwater Control Area No. 3 are described as follows and are shown on the attached map: Commencing at the southeasterly corner of the intersection of County Road 27/State Highway 34 and New State Highway 30; thence running easterly along the north boundary of State Highway 34 to the southwesterly corner of the intersection of Garland Street; thence running northerly and then easterly along the west boundary of Garland Street to the northwesterly corner of the intersection of Garland Street and South Blaine Street; thence running northerly along the west boundary of South Blaine Street to the northwesterly corner of the intersection of South Blaine Street and Stagecoach Road; thence running easterly along the north boundary of Stagecoach Road to the intersection of Stagecoach Road and Stagecoach Road; thence running predominately northeasterly along the north boundary of Stagecoach Road to the northwesterly corner of the intersection of Stagecoach Road and South August Street; thence running northerly along the west boundary of South August Street to the southwesterly corner of the intersection of South August Street and West Stolley Park Road; thence running westerly along the south boundary of West Stolley Park Road to the southwesterly corner of the intersection of West Stolley Park Road and Old State Highway 30; thence running southwesterly along the south boundary of Old State Highway 30, merging with New State Highway 30 and continuing southeasterly along the south boundary of New State Highway 30 to the point of beginning. A map of the boundaries of Groundwater Control Area No. 3 shall be maintained in the City's Geographical Information System MapSifter (or any successor application, if any) using information provided by EPA.

ORDINANCE NO. 9310 (Cont.)

§ 35-87. Duration of Institutional Control Ordinance

(A) This Article shall remain in full force and effect as long as there remains groundwater contaminated at levels that exceed the residential use cleanup levels provided for in the RODs making the groundwater unsafe to be used as a source of drinking water pursuant to the Safe Drinking Water Act or its successor legislation.

(B) Following EPA notifying the City that the groundwater contamination within the Groundwater Control Area No. 3 has been reduced to a level making the groundwater safe to be used as a source of drinking water pursuant to the Safe Drinking Water Act, or its successor legislation, the City's Mayor and City Council may proceed to repeal this Article forthwith.

§ 35-88. Prohibited Groundwater Uses

(A) Groundwater pumped from wells within Groundwater Control Area No. 3 shall not be used for any domestic use which may result in human exposures. Such uses include drinking, food preparation, washing, bathing, showering, and other household uses which result in human exposures to contaminated groundwater. Because groundwater from wells within Groundwater Control Area No. 3 may be contaminated and presents a hazard to the health, safety, and welfare of persons exposed to such water, any human consumption or prohibited use of groundwater from wells within Groundwater Control Area No. 3 is a violation of this Article and is declared to be a public nuisance subject to abatement as provided in § 35-91 of this Article.

(B) No new well with a design capacity of more than 50 gallons per minute (gpm) may be drilled or installed in Groundwater Control Area No. 3 unless and until the party proposing the well installation has demonstrated, by a hydrogeological study performed by a competent environmental consulting firm, that the operation of the well will not cause the movement of the groundwater contamination or adversely affect the remedial action provided for in the RODs for the Site. Any such hydrological study shall be submitted to EPA for review and approval prior to well installation.

(C) This Section on Prohibited Groundwater Uses shall not prohibit uses of groundwater pumped from wells within Groundwater Control Area No. 3 which do not result in human exposure to contaminated groundwater, including, but not limited to, groundwater monitoring wells, EPA or NDNR remediation wells, wells that produce 50 gpm or less for dewatering purposes, wells used for non-contact cooling water for industrial, commercial or residential uses, or wells used for watering vegetation not used for human consumption. Discharges from dewatering wells must be appropriately handled and disposed of in accordance with applicable City, State and Federal laws including National Pollution Discharge Elimination System permits under the Clean Water Act.

§ 35-89. Well Installation

(A) No person shall drill or install a well with a design capacity of more than 50 gallons per minute within Groundwater Control Area No. 3 prior to applying for and obtaining a well permit from the Central Platte Natural Resource District.

(B) No person may install a well within Groundwater Control Area No. 3 which penetrates two or more water-bearing zones unless water-tight casings are installed which conform to the regulations governing water well construction, pump installation, and water well decommissioning standards of the Nebraska Department of Health and Human Services, Regulation and Licensure Division (178 NAC 12, Section 003.11D - Contaminated Water-Bearing Zones).

§ 35-90. New Well Registration, Application for Well Permit

The following information shall be submitted to the City's Building Department prior to drilling a new well in Groundwater Control Area No. 3:

ORDINANCE NO. 9310 (Cont.)

- (1) A copy of the well permit obtained from the Central Platte Natural Resources District.
- (2) The address and legal description of the property on which the proposed well is to be located.
- (3) The address of all properties to be served by groundwater pumped from the proposed well.
- (4) A description of the uses to be made of water pumped from the proposed well; including a certification that such groundwater will not be used for domestic use which may result in human exposures.
- (5) Whether City water is available to the property to be served by the proposed well.
- (6) The depth of the proposed well and pump intake.
- (7) A diagram showing the location of the proposed well.
- (8) An application for any dewatering well will include a plan for the appropriate handling and disposal of the discharge water in accordance with applicable City, State and Federal laws including NPDES permits.
- (9) A statement as to whether the design capacity of the proposed well exceeds 50 gpm. If the design capacity of the well exceeds 50 gpm, the owner of the well shall demonstrate, by a hydrogeological study performed by a competent environmental consulting firm in accordance with § 35-88(B) of this Article, that the operation of the well will not cause the movement of the groundwater contamination or adversely affect the remedial action provided for in the RODs for the Site.

§ 35-91. Violations of Institutional Control Ordinance; Abatement of Public Nuisance

Whenever the City's Building Department Director, or his/her designee, has inspected any well within Groundwater Control Area No. 3 and determined that such well is being operated, or that the groundwater pumped from the well is being used, in violation of this Article, he/she will send a written notice to the owner of record of the real property where the well is located, or the owner's agent, or the occupant of the property, by certified mail, return receipt requested, notifying such party of the violation. The written notice will contain the following:

- (1) The street address and/or a legal description sufficient for identification of the property where the well is located.
- (2) A description of the acts or circumstances constituting a violation of this Article.
- (3) A description of the corrective action required to be taken to render the well and groundwater uses in compliance with this Article.
- (4) A statement advising the addressee that if the well and groundwater uses are not brought into compliance with this Article within the time specified, the City's Building Department Director, or his/her designee, may order electrical power to the well disconnected and may request the City Attorney, with the consent of the City's Mayor, to file an action to charge the costs thereof against the real estate, the owner of record and the addressee. The charge shall constitute a lien against said property.

§ 35-92. Procedure for Abatement of Public Nuisance

(A) If the addressee of the notice described in § 35-91 of this Article fails to abate said nuisance within the time specified, the City of Grand Island, at the written request of the City's Building Department Director, or his/her designee, directed to the City Attorney, and with the consent of the Mayor, may abate said public nuisance pursuant to § 20-15 of the Grand Island City Code, and charge the costs thereof against the real estate on which the well is located and the addressee of the notice.

(B) If the City, in its sole discretion, determines that the use of the groundwater in violation of this Article might cause irreparable harm or poses a threat to public health, safety or welfare, or the health, safety or welfare of the persons using the groundwater, the written notice to abate pursuant to § 20-15 of the Grand Island City Code shall not be required as a condition precedent to commencing a legal action to obtain abatement of the nuisance. The City, with the consent of the Mayor, may immediately file an action requesting such temporary and permanent orders as are appropriate to expeditiously and

ORDINANCE NO. 9310 (Cont.)

permanently abate such public nuisances and protect the public health, safety or welfare or the health, safety or welfare of persons using the groundwater in violation of this Article.

SECTION 2. 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 3. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen (15) days according to law.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F12

**#9311 - Consideration of Refinancing Bonds for the Heartland
Events Center Project**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: August 9, 2011

Subject: Consideration of Authorizing Series 2011 Heartland Events Center Project Refunding Building Bonds and Approving Redemption of Series 2004 Building Bonds for the Heartland Events Center Project

Item #'s: F-12 & G-4

Presenter(s): Mary Lou Brown, Finance Director

Background

Potential bond refinancing activities were reviewed with the Council during a Study Session late last year. The Resolution and Ordinance for the third refinancing is now ready to be presented to Council for action.

Discussion

The Heartland Events Center Project Building Bonds, Series 2004, date of original issue – December 28, 2004 – in the principal amount of \$7,765,000 are being called for payment on September 1, 2011; after such time, interest on the bonds will cease. These bonds were originally issued for the purpose of providing funds for the construction of the Heartland Events Center and miscellaneous costs associated therewith.

These bonds will be replaced with the issuance of Refunding Building Bonds (Heartland Events Center Project), Series 2011 in the principal amount of \$5,795,000. The purpose of these bonds is to pay and redeem the \$7,765,000 of the City's Bonds referenced above.

The final numbers and debt service savings will be available at the Council meeting Tuesday night.

Alternatives

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

1. Move to approve the Redemption of Series 2004 Heartland Events Center Project Refunding Building Bonds in the principal amount of \$7,765,000 and Authorize the Issuance of Series 2011 Refunding Building Bonds (Heartland Events Center Project) in the principal amount of \$5,795,000
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Redemption of Series 2004 Refunding Building Bonds (Heartland Events Center Project) in the principal amount of \$7,765,000 and the Issuance of Series 2011 Refunding Building Bonds (Heartland Events Center Project) in the principal amount of \$5,795,000.

Sample Motion

Move to approve the Redemption of Series 2004 Refunding Building Bonds (Heartland Events Center Project) in the principal amount of \$7,765,000 and the Issuance of Series 2011 Refunding Building Bonds (Heartland Events Center Project) in the principal amount of \$5,795,000.

UNANIMOUS CONSENT OF DIRECTORS
OF
FONNER PARK EXPOSITION AND EVENTS CENTER, INC.

The undersigned, being all of the Directors of Fonner Park Exposition and Events Center, Inc., hereby adopt the following Resolution by unanimous consent of the undersigned as Directors, such Resolution to be effective from and after the effective date of this Consent.

The following Resolution is hereby adopted:

BE IT RESOLVED by the Board of Directors of Fonner Park Exposition and Events Center, Inc. (the "Corporation"), a Nebraska nonprofit corporation, as follows:

Section 1. The Board of Directors hereby determines that the Corporation has entered into a Lease Purchase Agreement dated as of October 9, 2001 (the "Original Lease Purchase Agreement") by and between the Corporation and the City of Grand Island, Nebraska, (the "City"), which agreement has been supplemented and amended by that Addendum to Lease Purchase Agreement dated August 26, 2003 (the "First Addendum"), which agreement has been further supplemented by that Second Addendum to Lease Purchase Agreement dated December 1, 2004 (the "Second Addendum" and together with the Original Lease Purchase Agreement and the First Addendum, the "Existing Agreement"); that the Corporation has issued and outstanding its Building Bonds (Heartland Events Center Project), Series 2004, (the "Building Bonds") which were issued for the purpose of providing funds for the acquisition of a new agricultural exposition and events center to serve the City and its inhabitants (the "Project"); that since the Building Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide for the payment and redemption of the Building Bonds, a substantial savings in the amount of yearly running interest will be made, thereby reducing the amount of payments required of the City under the Existing Agreement; and that in connection with such refunding there has been prepared and presented to the Board of Directors a Third Addendum to Lease Purchase Agreement dated as of September 1, 2011 (the "Third Addendum" and, together with the Existing Agreement, the "Agreement"). The Third Addendum is hereby approved and the Agreement is hereby approved and ratified and confirmed in all respects.

Section 2. To provide funds for refinancing the costs of the Project, the Corporation shall issue its Refunding Building Bonds (Heartland Events Center Project), Series 2011, in the principal amount of \$5,795,000 (the "Refunding Bonds") as described herein and in connection therewith the Corporation shall enter

into a Trust Indenture and Security Agreement dated as of September 1, 2011 (the "Indenture"), by and between the Corporation and Wells Fargo Bank, National Association, as Trustee, and the form of the Indenture presented to the Board of Directors is hereby approved. The assignment and transfer of the Agreement provided for in the Indenture is hereby expressly approved and authorized, with such assignment and transfer to occur at the same time as the redemption of the Building Bonds.

Section 3. The offer of Ameritas Investment Corp. to purchase the Refunding Bonds as provided for in a Bond Purchase Agreement dated August __, 2011, should be and it is hereby approved and accepted and the form of said Bond Purchase Agreement between the Corporation and said firm, as underwriter, is hereby authorized to be executed and delivered in the form presented.

Section 4. It is necessary and advisable to approve and authorize the redemption of the Building Bonds. The City has directed the Corporation to call the Building Bonds for redemption as soon as practicable in connection with the issuance of the Refunding Bonds. The President, any Vice President and Secretary/Treasurer of the Corporation (or any one or more of them) be and hereby are authorized and directed to execute and deliver to the trustee for the Building Bonds, on behalf of the Corporation, the Direction to Give Notice of Redemption, in substantially the form presented herewith but with such changes or modifications as may by such officer (or any one or more of them) be deemed necessary or desirable to effect such refunding.

Section 5. The President, any Vice President and Secretary/Treasurer of the Corporation (or any one or more of them) be and hereby are authorized and directed to execute and deliver on behalf of the Corporation the Third Addendum, the Indenture and the Bond Purchase Agreement, all as above approved, with such changes or modifications therein as may by such officers (or any one or more of them) be deemed necessary or desirable to consummate the transactions hereby approved and such officers (or any one or more of them) be and hereby are authorized and directed to take any actions and to sign all other documents as may be deemed by them (or any one or more of them) necessary or advisable in order to effect such transactions as hereby approved. In addition, the Addendum to Escrow Agreement and the Addendum to Management Contract, each relating to original documents delivered in connection with the issuance of the Building Bonds and each in the form presented, are hereby approved and the President, any Vice President and Secretary/Treasurer of the Corporation (or any one or more of them) be and hereby are authorized and directed to execute and deliver on behalf of the Corporation such documents, but with such changes or modifications therein as to such executing officer or officers may seem necessary, desirable or appropriate on behalf of the Corporation.

Section 6. The Corporation shall issue the Refunding Bonds in the aggregate principal amount of \$5,795,000 as provided in the Indenture and the President and Secretary be and hereby are authorized and directed execute and seal and to issue the Refunding Bonds on behalf of the Corporation and to cause them to be authenticated and delivered as provided in the Indenture and to take all other action necessary or desirable in order to complete the sale of the Refunding Bonds as provided in the Indenture and the Bond Purchase Agreement.

Section 7. The Refunding Bonds as authorized to be issued pursuant to the Indenture are to be issued by the Corporation on behalf of the City and the Corporation, on behalf of the City, hereby designates (to the extent that it may lawfully do so) the Refunding Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that the Corporation does not reasonably expect to issue and that the City does not expect to issue or have issued on its behalf tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during calendar year 2011 (taking into consideration the exception for current refunding issues), provided that the amount of the Refunding Bonds hereby designated shall be reduced as and to the extent that all or a portion of the Refunding Bonds may be determined to be “deemed designated” in accordance with the provisions of Section 265(b)(3)(D) of the Code. The officers of the Corporation (or any one of them), acting in cooperation with the officers of the City (or any one of them) are hereby authorized to make allocations of the Refunding Bonds (as to principal maturities) and of the proceeds of the Refunding Bonds and debt service funds of the City as may be deemed appropriate under the federal tax laws and regulations, specifically including any allocations relating to the determination of all or a portion of the Refunding Bonds as “deemed designated”. Any such allocations made and determinations set forth in a certificate by an officer of the Corporation shall be and constitute authorized determinations made on behalf of the Corporation with the same force and effect as if set forth in this resolution.

Section 8. The Preliminary Official Statement dated August __, 2011, with respect to the Refunding Bonds is hereby approved and deemed final as of its date. The officers of the Corporation or any one of them are hereby authorized to approve and execute a final Official Statement providing information concerning the Refunding Bonds.

Section 9. The Board of Directors hereby reaffirms the covenants of the Corporation as set forth in the Existing Agreement, subject to such modifications thereto as are to be provided for in the Third Addendum.

This Unanimous Consent may be executed in counterparts. All of the foregoing actions are hereby adopted as the unanimous action of all directors of Corporation, effective as of August __, 2011.

(SEAL)

Director

Director

Director

Director

Director

DOCS/1044204.2

TRUST INDENTURE AND SECURITY AGREEMENT

THIS TRUST INDENTURE AND SECURITY AGREEMENT (this “Indenture”), made and entered into as of the first day of September, 2011, by and between Fonner Park Exposition and Events Center, Inc., a nonprofit corporation organized and existing under the laws of the State of Nebraska (the “Corporation”) and Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America and authorized to accept, administer and execute trusts of the character herein set out, with its initial designated corporate trust office in Des Moines, Iowa, as trustee (the “Trustee”),

WITNESSETH:

WHEREAS, the Corporation, as seller and lessor, has entered into a Lease Purchase Agreement, dated October 9, 2001, as amended by an Addendum to Lease Purchase Agreement dated August 26, 2003, as further amended by a Second Addendum to Lease Purchase Agreement dated as of December 1, 2004 and as further amended by a Third Addendum to Lease Purchase Agreement dated as of September 1, 2011 (collectively, the “Agreement”) with the City of Grand Island, in the County of Hall, in the State of Nebraska (the “City”), as purchaser and lessee, under which the Corporation has sold and leased to the City the Project (as defined in Article I hereof and described in greater detail on Exhibit A hereto attached);

WHEREAS, in order to obtain funds for the acquisition and construction of the Project, it is necessary for the Corporation to issue its refunding bonds in the amount of Five Million Seven Hundred Ninety-five Thousand Dollars (\$5,795,000), said bonds to be paid out of and secured by a pledge of the payments to become due under the Agreement, and the Trustee has agreed to act as Trustee under this Indenture for the holders of the bonds issued as hereinafter provided;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That the Corporation, in consideration of the premises and acceptance by the Trustee of the trust hereby created and of the purchase and acceptance of the bonds by the holders thereof and of the sum of One Dollar (\$1.00) in lawful money of the United States of America to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to provide for and secure the payment of the principal of and interest on the bonds issued as herein provided according to their tenor and the performance of all the covenants expressed or implied herein and in the bonds, does hereby grant, grant security interest in, bargain, sell, assign,

convey, mortgage and pledge unto the Trustee, as trustee, and unto its successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the Corporation hereinafter set forth, the following property, whether now owned or hereafter acquired:

1. All of those fixed payments received and to be received under and pursuant to the Agreement and therein defined as the "Payments" (the "Payments") which Payments are to be forwarded directly to the Trustee for the account of the Corporation and deposited in the account of the Corporation herein designated as the "Bond Fund";

2. Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Corporation or by anyone in its behalf (or with its written consent) to the Trustee, which is hereby authorized to receive any and all such property, subject to the conditions set forth in Section 8.05 of Article VIII of this Indenture, at any and all times and to hold and apply the same subject to the terms hereof;

provided that such transfer, sale and assignment of the Payments is hereby declared by the parties hereto to be absolute and unconditional to provide for the payments of principal and interest on the bonds herein authorized and not merely as security.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors in said trust and to them and their assigns forever, and the Corporation hereby binds itself, its successors and assigns, to warrant and forever defend title of said property unto the Trustee, its successors and assigns and against all persons now or hereafter claiming the same or any part thereof or interest therein;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate payment, benefit, security and protection of all holders of bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of said bonds or interest thereon over any of the other said bonds or interest thereon;

PROVIDED, HOWEVER, that if the Corporation its successors or assigns shall well and truly pay, or cause to be paid, the principal of the bonds and interest due or to become due thereon, at the times and in the manner mentioned in the bonds, according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article V and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH: That all bonds issued hereunder are to be issued, authenticated and delivered, and all said revenues, income and other property hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, trusts, uses and purposes hereinafter expressed, and the Corporation has agreed and covenanted and does hereby agree and covenant with the Trustee and with the respective owners, from time to time, of the bonds, as follows, that is to say:

ARTICLE I DEFINITIONS

Section 1.01. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless the context or use indicates another or different meaning or intent:

“Agreement” - the Lease Purchase Agreement dated October 9, 2001, as amended by that Addendum to Lease Purchase Agreement dated August 26, 2003, as further amended by that Second Addendum to Lease Purchase Agreement dated as of December 1, 2004 and as further amended by that Third Addendum to Lease Purchase Agreement dated as of September 1, 2011, relating to the Project, each by and between the City, as purchaser and lessee, and the Corporation, as seller and lessor.

“bond” or “bonds” - any bond or bonds issued pursuant to, in accordance with and secured by this Indenture.

“Bond Fund” - the Fund created by Article V of this Indenture into which the funds specified in Article V are to be deposited.

“Bondholder” or “bondholder” or “owner” - shall mean the registered owner of any bond.

“Bond Purchase Agreement” – that Bond Purchase Agreement dated August __, 2011 by and between the Underwriter and the Corporation and approved by the City providing for the sale of the Refunding Bonds to the Underwriter upon the terms and conditions set forth therein.

“Building Bonds” - the \$7,765,000 of Building Bonds (Heartland Events Center Project), Series 2004, issued pursuant to the 2004 Indenture.

“City” - the City of Grand Island, in the County of Hall, in the State of Nebraska.

“Code” - the Internal Revenue Code of 1986, as amended.

“Corporation” – Fonner Park Exposition and Events Center, Inc., a Nebraska nonprofit corporation.

“Designated Office” – the designated corporate trust office of the Trustee which shall initially be in Des Moines, Iowa, and which may be changed by notice in writing to the Corporation, the City and each registered owner of the bonds.

“Government Obligations” - shall include the following:

(a) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - “SLGS”);

(b) Direct obligations of the Treasury which have been stripped by the Treasury itself;

(c) Resolution Funding Corp (REFCORP)(only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable);

(d) Senior debt obligations issued by the following agencies which are backed by the full faith and credit of the U.S.: (i) U.S. Export-Import Bank (Eximbank)(direct obligations or fully guaranteed certificates of beneficial ownership); (ii) Farmers Home Administration (FmHA)(certificates of beneficial ownership); (iii) Federal Financing Bank; (iv) General Services Administration (participation certificates); (v) U.S. Maritime Administration (guaranteed Title XI financing); or (vi) U.S. Department of Housing and Urban Development (HUD)(Project Notes, Local Authority Bonds, New Communities Debentures--U.S. government guaranteed debentures, U.S Public Housing Notes and Bonds--U.S. government guaranteed public housing notes and bonds).

“Indenture” - this Trust Indenture and Security Agreement together with all supplements hereto.

“2004 Indenture” shall mean the Trust Indenture dated as of December 1, 2004 by and between the Corporation and the Trustee, pursuant to which the Building Bonds were issued.

“outstanding hereunder” or “bonds outstanding hereunder” - all bonds which have been authenticated, issued and delivered under this Indenture except:

(a) bonds cancelled because of payment;

(b) bonds for the payment of which cash or Government Obligations shall have been theretofore deposited with the Trustee, whether upon or prior to the maturity date of any of said bonds; and

- (c) bonds in lieu of which other bonds have been authenticated as provided under Article II hereof.

“person” - includes natural persons, firms, associations, corporations and public bodies.

“Payments” – the payments for the purchase and leasing of the Project as described and defined in Section IV of the Third Addendum.

“Project” - the Site, together with the approximately 165,000 square foot exposition and events center constructed on the Site, and all furniture, fixtures, equipment and improvements constructed and acquired as specified under the terms of the Agreement (See Exhibit A).

“Rebate Analyst” shall mean any Accountant or other recognized expert in the area of preparing analyses with respect to liability for arbitrage rebate under Section 148 of the Code.

“Rebate Fund” shall mean the Rebate Fund established with the Trustee in Section 5.10 of Article V of this Indenture, the monies on deposit in which are to be disbursed as provided in Section 5.10 of Article V hereof.

“Refunding Bonds” - the \$5,795,000 of Refunding Building Bonds (Heartland Events Center Project), Series 2011, issued pursuant to this Indenture.

“Third Addendum” - that Third Addendum to Lease Purchase Agreement dated as of September 1, 2011, constituting a part of the Agreement.

“Site” - the real estate described on Exhibit A attached hereto.

“Tax-Exempt Organization” - a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code, and which is not a "private foundation" within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

“Underwriter” – Ameritas Investment Corp., the purchaser of the Refunding Bonds under the terms of the Bond Purchase Agreement.

ARTICLE II ISSUANCE AND EXECUTION OF REFUNDING BONDS

Section 2.01. Refunding Bonds in the aggregate principal amount of Five Million Seven Hundred Ninety-five Thousand Dollars (\$5,795,000) shall be issued by the Corporation as

soon as practicable on or following the date of execution of this Indenture and the proceeds thereof shall be delivered to the Trustee and deposited by the Trustee pursuant to Article VI of this Indenture.

Section 2.02. The bonds issued hereunder shall be designated “Refunding Building Bonds (Heartland Events Center Project), Series 2011” and shall be issued in the aggregate principal amount of Five Million Seven Hundred Ninety-five Thousand Dollars (\$5,795,000) in the denomination of \$5,000 or any integral multiple thereof. Said Refunding Bonds shall be dated as of the date of delivery thereof and shall bear interest at the rates per annum and become due on December 15 of each of the years as indicated below:

<u>Maturing on</u> <u>December 15</u> <u>of Year</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u> <u>Per Annum</u>
2011	\$110,000	
2012	395,000	
2013	400,000	
2014	405,000	
2015	410,000	
2016	410,000	
2017	425,000	
2018	430,000	
2019	440,000	
2020	450,000	
2021	465,000	
2022	475,000	
2023	480,000	
2024	500,000	

Interest on the Refunding Bonds, at the respective rates for each maturity, shall be payable on June 15 and December 15 of each year commencing December 15, 2011 (each of said dates an “Interest Payment Date”) and the Refunding Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the last business day of the month immediately preceding the month in which the Interest Payment Date occurs (the “Record Date”), subject to the provisions of Section 2.04 of this Article II. The Refunding Bonds shall be numbered from R-1 upwards in the order of their issuance. No Refunding Bonds shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Refunding Bonds issued shall be designated by the Trustee as directed by the initial purchaser thereof. Payments of interest due on the Refunding Bonds shall be made by the Trustee by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Building Bond, as of the Record Date for such Interest Payment Date, to such owner’s registered address as shown on the books of registration as required to be maintained in Section 2.03 of this Article II. Payments of principal due at maturity or at any date fixed for redemption prior to maturity shall be made by the Trustee to the registered owners upon presentation and surrender of the Refunding Bonds to the

Trustee at the Designated Office. The Corporation and the Trustee may treat the registered owner of any Refunding Bond as the absolute owner of such Refunding Bond for the purpose of making payments thereon and for all other purposes and neither the Corporation nor the Trustee shall be affected by any notice or knowledge to the contrary, whether such Refunding Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Refunding Bond in accordance with the terms of this Indenture shall be valid and effectual and shall be a discharge of the Corporation and the Trustee, in respect of the liability upon the Refunding Bonds or claims for interest to the extent of the sum or sums so paid.

Section 2.03. The Trustee shall keep and maintain for the Corporation books for the registration and transfer of the Refunding Bonds at the Designated Office. The names and registered addresses of the registered owner or owners of the Refunding Bonds shall at all times be recorded in such books. Any Refunding Bond may be transferred pursuant to its provisions at the Designated Office of the Trustee by surrender of such Refunding Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Trustee, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Trustee on behalf of the Corporation will deliver at the Designated Office (or send by registered mail to the transferee owner or owners at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Refunding Bond or Refunding Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Refunding Bonds by this Indenture, one Refunding Bond may be transferred for several such Refunding Bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such Refunding Bonds may be transferred for one or several such Refunding Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Building Bond, the surrendered Refunding Bond shall be cancelled and destroyed. All Refunding Bonds issued upon transfer of the Refunding Bonds so surrendered shall be valid obligations of the Corporation evidencing the same obligations as the Refunding Bonds surrendered and shall be entitled to all the benefits and protection of this Indenture to the same extent as the Refunding Bonds upon transfer of which they were delivered. The Corporation and the Trustee shall not be required to transfer any Refunding Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Refunding Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. As to any Refunding Bonds issued pursuant to this Indenture as "Book-Entry-Only" Bonds, the terms and provisions of Section 2.11 of Article II shall govern as to terms relating to payment for such Refunding Bonds as and to the extent of any conflict with the other terms of this Article II.

Section 2.04. In the event that payments of interest due on the Refunding Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Refunding Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Trustee whenever monies for the purpose of paying such defaulted interest become available.

Section 2.05. If the date for payment of the principal of or interest on the Refunding Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the Designated Office of the Trustee is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 2.06. The Refunding Bonds, together with interest thereon, shall be payable out of the Payments made by the City pursuant to the Agreement. The Refunding Bonds shall be substantially in the form following, to-wit:

FONNER PARK EXPOSITION AND EVENTS CENTER, INC.
a Nebraska nonprofit corporation
issuing on behalf of
THE CITY OF GRAND ISLAND, NEBRASKA

REFUNDING BUILDING BOND (HEARTLAND EVENTS CENTER PROJECT)
SERIES 2011

No. R-____ \$

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
%	December 15, 20____	September __, 2011	

Registered Owner:

Principal Amount:

Fonner Park Exposition and Events Center, Inc., a nonprofit corporation organized and existing under the laws of the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on June 15 and December 15 of each year commencing December 15, 2011 (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof is payable upon presentation and surrender of this bond at the designated office of Wells Fargo Bank, National Association, as trustee (the "Trustee"), initially located in Des Moines, Iowa. Interest on this bond will be paid on each Interest Payment Date by a check or draft mailed by the Trustee to the registered owner of this bond, as shown on the books of record maintained by the Trustee, at the close of business on the last business day of the month immediately preceding the month in which the Interest Payment Date occurs, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Trustee whenever monies for such purpose become available.

This bond is one of a series of fully registered bonds of the total principal amount of \$5,975,000 of even date and like tenor except as to denomination, date of maturity and rate of interest issued for the purpose of refunding the Corporation's Building Bonds (Heartland Events Center Project), Series 2004, date of original issue - December 28, 2004, outstanding in the principal amount of \$5,950,000, which Series 2004 Bonds were issued for the purpose of providing funds for acquiring and constructing an exposition and events center and related improvements (the "Project"), which Project has been sold and leased to the City of Grand Island, Nebraska (the

“City”) under a Lease Purchase Agreement (including as modified and amended, the “Agreement”) between the City and the Corporation. The bonds are to be paid out of fixed payments (the “Payments”) to be made by the City pursuant to the Agreement, which Payments have been assigned to the Trustee under a Trust Indenture and Security Agreement, dated as of July 1, 2011 (the “Indenture”), under which this bond is issued, the provisions of which Indenture govern the rights of the holders of the bonds of this issue. The Payments are sufficient in amount to pay the principal of and interest on the bonds of this issue. The Agreement provides, among other things, that the Payments have been assigned to and shall be made directly to the Trustee, that the City shall maintain the Project or cause the Project to be maintained and that loss or damage thereto shall not reduce the Payments to be made by the City.

The Corporation, however, reserves the right and option of paying bonds of this issue maturing on or after December 15, 2016, in whole or in part, on the fifth anniversary of the date of original issue or at any time thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

Notice of redemption shall be given by mail, sent to the registered owner of any bond to be redeemed at said registered owner’s address in the manner provided in the Indenture authorizing said bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner’s attorney duly authorized in writing at the designated corporate trust office of the Trustee (initially in Des Moines, Iowa, but subject to change as permitted under the terms of the Indenture) upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Indenture, subject to the limitations therein prescribed. The Corporation, the Trustee and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Trustee is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

This bond and the other bonds of this series and issue pursuant to the Indenture are limited obligations of the Corporation payable solely from the Payments and not from any other funds, assets or resources of the Corporation.

This bond shall not be valid for any purpose until the Certificate of Authentication hereon shall have been signed by the Trustee.

AS PROVIDED IN THE INDENTURE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE INDENTURE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE INDENTURE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE TRUSTEE. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE INDENTURE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE TRUSTEE FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IN WITNESS WHEREOF, the undersigned Corporation has caused this bond to be executed by being signed and attested by the facsimile signatures of its President and Secretary and its corporate seal imprinted hereon, all as of the date of original issue shown above.

FONNER PARK EXPOSITION AND
EVENTS CENTER, INC.

(SEAL)

By: _____
President

ATTEST:

Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Refunding Bond is one of the bonds of the series and issue designated therein and issued under the provisions of the within mentioned Indenture.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, Trustee

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ (Social Security or Taxpayer Identification No. _____) the within bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Trustee with full power of substitution in the premises.

Date: _____

Registered Owner

Signature Guaranteed

By: _____

Authorized Officer

Note: The signature(s) of this assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever and must be guaranteed by a commercial bank or trust company or firm having membership on the New York, Midwest or other stock exchange.

Section 2.07. Each of the Refunding Bonds shall be executed on behalf of the Corporation with the facsimile signatures of the President and Secretary and shall have the Corporation's seal affixed thereto or imprinted thereon. Subject to the provisions of Section 2.11 of this Article II, a supply of Refunding Bonds for issuance upon subsequent transfers or in the event of partial redemption shall also be so executed and delivered to the Trustee. In the event that such supply of bonds shall be insufficient to meet the requirements of the Trustee for issuance of replacement Refunding Bonds upon transfer or partial redemption, the Corporation agrees to order printed an additional supply of Refunding Bonds, and to direct their execution by manual or facsimile signatures of its then duly qualified and acting President and Secretary and by having affixed thereto or imprinted thereon the Corporation's seal. In case any officer whose signature or facsimile thereof shall appear on any Refunding Bond shall cease to be such officer before the delivery of such Refunding Bond (including any Refunding Bonds delivered to the Trustee for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Building Bond. Upon execution, registration and authentication of the Refunding Bonds, they shall be delivered by the Trustee to the Underwriter upon receipt of \$_____, which purchase price takes into consideration (i) aggregate original issue [premium/discount] in the amount of \$_____ allocated to the Refunding Bonds as set forth in the Bond Purchase Agreement and (ii) Underwriter's discount in the amount of \$_____. The Refunding Bonds have been sold to the Underwriter pursuant to the terms of the Bond Purchase Agreement and upon the conditions set forth therein. The Underwriter shall have the right to direct the registration of the Refunding Bonds and the denominations thereof within each maturity, subject to the restrictions of this Indenture.

Section 2.08. Only such Refunding Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form hereinabove set forth, duly executed by the Trustee, shall be entitled to any right or benefit under this Indenture. No Refunding Bond shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee and such executed Certificate shall be conclusive evidence that such Refunding Bond has been authenticated under this Indenture.

Section 2.09. In case any bond issued hereunder shall become mutilated or destroyed or lost, the Corporation shall, if not then prohibited by law, cause to be executed, and the Trustee may authenticate and deliver a new bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such lost bond, upon the holder paying the reasonable expenses and charges of the Corporation and the Trustee in connection therewith, and, in case of a bond destroyed or lost, such owner's filing with the Trustee evidence satisfactory to it that such bond was destroyed or lost, and of such owner's ownership thereof and furnishing the Corporation and the Trustee with indemnity satisfactory to them.

Section 2.10. The Corporation shall not issue any additional bonds or other indebtedness under the terms of this Indenture or secured by the grants herein provided for, other than the Refunding Bonds.

Section 2.11. As initially issued the Refunding Bonds shall be issued as “book-entry-only bonds” using the services of the Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection, the Corporation and the Trustee agree to execute and deliver a Letter of Representations (the “Letter of Representations”) in the form required by the Depository (including any blanket letter previously or concurrently executed and delivered by the Corporation), which shall govern certain matters with respect to registration, transfer, payment and redemption of the Refunding Bonds. In connection with such “book-entry-only bonds” the following terms and conditions shall apply:

(a) Refunding Bonds so issued shall be registered in the name of Cede & Co., as nominee for the Depository.

(b) Payment of semiannual interest for any Refunding Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on each Interest Payment Date for the Refunding Bonds at the address shown in the Trustee’s books of registration for Cede & Co. as registered owner, in accordance with the standard procedures of the Depository as in effect from time to time.

(c) The Trustee and the Corporation may treat the Depository (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for the purposes of payment of the principal of or interest on the Refunding Bonds, selecting the Refunding Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of Refunding Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary. Neither the Trustee nor the Corporation shall have any responsibility or obligation to any participant of the Depository (a “Participant”), any person claiming a beneficial ownership interest in the Refunding Bonds under or through the Depository or any Participant (a “Beneficial Owner”), or any other person which is not shown on the registration books of the Trustee as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant, the payment by the Depository or any Participant of any amount in respect of the principal of or interest on the Refunding Bonds; any notice which is permitted or required to be given to Bondholders under this Indenture; the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Refunding Bonds; or any consent given or other action taken by the Depository as Bondholder. The Trustee shall pay all principal of and interest on the Refunding Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Corporation’s obligations with respect to the principal of and interest on the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Refunding Bond for each separate stated maturity evidencing the obligation of the Corporation to make payments of principal and interest pursuant to this Indenture. Upon delivery by the Depository to the Trustee

of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in this Indenture with respect to Record Dates, the term “Cede & Co.” in this Section 2.11 of Article II shall refer to such new nominee of the Depository.

(d) If the Depository gives notice to the Corporation or the Trustee pursuant to the Letter of Representations that it will discontinue providing its services as securities depository with respect to the Refunding Bonds, the Corporation (at the direction of the City) shall either appoint a successor securities depository or terminate the book-entry system for the Refunding Bonds under the following conditions:

(1) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Trustee agreeing to act as the depository and clearing agency for all the Refunding Bonds. After such agreement has become effective, the Depository shall present the Refunding Bonds for registration of transfer in accordance with Section 2.03 of Article II of this Indenture and the Trustee shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository’s termination of its services, the book-entry system shall automatically terminate.

(2) If the Corporation (at the direction of the City) elects to terminate the book-entry system for the Refunding Bonds, it shall so notify the Trustee in writing. Thereafter, upon presentation of the Refunding Bonds, or any of them, by the Depository or its nominee to the Trustee for registration of transfer in accordance with Section 2.03 of Article II of this Indenture, the Trustee shall register the transfer in accordance with such Section 2.03 of Article II of this Indenture and all provisions of this Section 2.11 of Article III shall immediately cease to be in effect, except as otherwise provided in this Section 2.11.

(e) The Corporation (at the direction of the City) may elect to terminate the book-entry system for the Refunding Bonds at any time by giving written notice to the Depository and the Trustee. On the effective date of such termination, the provisions of this Section 2.11 of Article II shall cease to be in effect, except that the Trustee shall continue to comply with applicable provisions of the Letter of Representations with respect to Refunding Bonds as to which the Depository remains the registered owner. After such termination, the Trustee shall, upon presentation of Refunding Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with said Section 2.03 of Article II of this

Indenture, make such transfer or exchange in accordance with said Section 2.03 of Article II. Upon the appointment of a successor securities depository or termination of the book-entry system, the Trustee shall give notice of such event to the registered owners of Refunding Bonds (through the Depository) and (1) of the name and address of the successor securities depository or (2) that Refunding Bonds may be obtained by the beneficial owners of the Refunding Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of this Indenture regarding registration of transfers. Notwithstanding any other provision of this Section 2.11 of Article II to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal and interest on such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(f) In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the Corporation or the Trustee with respect to any consent or other action to be taken by Bondholders, the Corporation or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

(g) In the event of any partial redemption of a Building Bond, unless and until such partially redeemed Refunding Bond has been replaced in accordance with the provisions of this Indenture relating to partial redemption of Refunding Bonds, the books and records of the Trustee shall govern and establish the principal amount of such Refunding Bond as is then outstanding and all of the Refunding Bonds issued to the Depository or its nominee shall contain a legend to such effect.

(h) As initially issued, the Refunding Bonds shall be held by the Trustee under the Depository's FAST procedures.

If for any reason the arrangements described in this Section 2.11 of Article II for "book-entry-only bonds" shall cease to be in effect, the Trustee (at the Corporation's expense, and upon failure of the Corporation to pay, at the City's expense) shall immediately cause to be prepared a supply of printed bond certificates, which shall be duly executed by the Corporation, for issuance upon transfer or partial redemption and shall deliver such supply to the Trustee.

Section 2.12. The Refunding Bonds are and shall be the limited obligations of the Corporation payable solely from the Payments, and the Trustee and the Bondholders for the Refunding Bonds shall not have recourse to any other assets or resources of the Corporation for the payment thereof.

ARTICLE III
REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Refunding Bonds maturing on or before December 15, 2015, are not subject to redemption prior to maturity.

Section 3.02. Refunding Bonds maturing on and after December 15, 2016, are subject to optional redemption, in whole or in part, at the option of the Corporation (as directed by the City), prior to maturity, on the fifth anniversary of the date of original issue for the Refunding Bonds, or at any time thereafter, at the principal amount of each Refunding Bond plus accrued interest to the date fixed for redemption. Selection of the Refunding Bonds to be optionally redeemed shall be in the sole discretion of the Corporation (at the direction of the City).

Section 3.03 [Reserved]

Section 3.04 In the event that the Trustee shall be provided with funds sufficient to make any optional redemption prior to maturity, upon the request of either the Corporation or the City, the Trustee is hereby authorized and directed to take action to call and redeem Refunding Bonds in accordance with such request; provided, however, before mailing notice or taking any other action to redeem any Refunding Bonds in any such case of optional redemption under the terms of Section 3.02 of this Article III, the Trustee in its discretion may require that such monies or investments be deposited with it as will provide in full for the payment of principal and accrued interest on the Refunding Bonds to be called for such optional redemption as of the date fixed for redemption. In the case of mandatory redemptions under Section 3.03 of this Article III, the Trustee shall mail notice and take action to redeem Refunding Bonds without further direction and shall rely upon the Payments being made in accordance with the terms of the Agreement.

Section 3.05 Individual Refunding Bonds may be redeemed in part but only in the principal amount of \$5,000 or any integral multiple thereof. Notice of the call for any redemption identifying the Refunding Bonds to be redeemed shall be given by the Trustee by mail (or other means acceptable to the Depository so long as there is a Depository serving in accordance with the provisions of Section 2.11 of Article II of this Indenture) not less than thirty days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of each such bond called for redemption at said owner's registered address. The registered owner of any Refunding Bond may waive the foregoing thirty-day requirement for mailed notice of redemption. Each notice shall identify the Refunding Bonds to be redeemed by their numbers and maturities and state the date on which they shall be presented for payment. If on or before the date fixed for redemption funds have been deposited with the Trustee to pay the Refunding Bonds, the Refunding Bonds thus called shall not bear interest after such redemption date and, except for the purpose of payment, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture.

Section 3.06. All bonds which have been redeemed shall be cancelled by the Trustee and shall not be reissued.

ARTICLE IV

GENERAL COVENANTS

Section 4.01. The Corporation covenants that it will promptly pay the principal of and interest on every bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said bonds according to the true intent and meaning hereof. Such principal and interest are payable solely from revenues in the Bond Fund derived from the Payments required to be made by the City under the Agreement. The Corporation covenants that it will take all steps necessary to enforce its rights as seller and lessor and secure the observance of all of the City's obligations as purchaser and lessee under the Agreement. The Corporation further covenants to perform faithfully at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, and that the Corporation will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee the property herein described and the revenues (specifically, the Payments), income and all other property pledged hereby to the payment of the principal of and interest on the bonds.

Section 4.02. The Trustee agrees that, so long as any bonds issued hereunder and payable in accordance with and secured by this Indenture shall be outstanding and unpaid, it will keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of and in relation to the Project and the Payments. The Trustee agrees to furnish to the City and the Corporation an accounting annually, and at such other times as either may reasonably request, pertaining to the dealings and transactions of the Trustee in relation to the Payments and the Project. All books and records of the Trustee relating to the Payments and the Project shall at all times be open to inspection by representatives of the City and the Corporation and registered owners of the bonds.

Section 4.03. The Agreement sets forth the covenants and obligations of the Corporation and the City and reference is hereby made to the same for detailed statement of the respective obligations. The Payments have been assigned to the Trustee on the basis of an absolute assignment. The Corporation agrees that the Trustee in its name or in the name of the Corporation may enforce all rights of the Corporation with respect to the Payments for and on behalf of the Bondholders. The Corporation agrees to assist the Trustee and take any actions reasonably requested by the Trustee to enforce the City's obligation to make the Payments.

Section 4.04. The Corporation covenants that, so long as any of the Refunding Bonds are outstanding, it will not issue additional bonds under this Indenture. The Corporation may incur additional indebtedness payable from sources other than the Payments and other than any funds and other property, if any, held under or pledged by this Indenture. In order to assure compliance with the requirements of Rev. Proc. 82-26 of the Internal Revenue Service, the Corporation hereby agrees that any such other indebtedness incurred by the Corporation to make improvements to the Project or to refund the Refunding Bonds will be discharged no later than the latest maturity of the Refunding Bonds (that is, December 15, 2024) and the Corporation further agrees that the maturity date of the Refunding Bonds or any other indebtedness incurred by the Corporation with respect to the Project may not be extended beyond the latest maturity of the Refunding Bonds (that is, December 15, 2024). The Corporation hereby covenants and agrees that

it will not encumber or permit to be encumbered its interest in the Agreement or the Project without the prior approval and consent of the City.

Section 4.05. The Corporation for the benefit of the Bondholders hereby covenants, represents and warrants that that it has received determination letters from the Internal Revenue Service to the effect that it is a Tax-Exempt Organization, which letters are still in full force and effect; that it is a Tax-Exempt Organization and that so long as any of the Refunding Bonds remain outstanding under this Indenture it will maintain its status as a Tax-Exempt Organization.

Section 4.06. The Corporation for the benefit of the Bondholders hereby covenants, represents and warrants that:

(a) a reasonable estimate of the fair market value of the Project on the latest maturity of the Refunding Bonds (that is as of December 15, 2024) is equal to at least \$4,100,000, not taking into consideration the value of any additions or improvements which may be made to the Project or any increase or decrease due to inflation or deflation during the term of the Refunding Bonds, and

(b) a reasonable estimate of the remaining useful life of the Project on the latest maturity date of the Refunding Bonds (that is as of December 15, 2024) is not less than twenty percent (20%) of the originally estimated useful life of the Project.

Section 4.07. The Corporation for the benefit of the Bondholders hereby covenants, represents and warrants, so long as this Indenture shall remain in force and effect, that the Corporation shall not take any action which could result in any of the Refunding Bonds being declared invalid or result in the interest on any of the Refunding Bonds becoming subject to federal or state income taxation.

ARTICLE V BOND FUND; REBATE FUND AND ADDITIONAL PAYMENTS

Section 5.01. The Project has been sold and leased to the City under the Agreement and the Payments have been absolutely assigned to and shall be remitted directly by the City to the Trustee and deposited in the Bond Fund, and the entire amount of the Payments is hereby assigned to provide for the payment of the principal of and interest on the Refunding Bonds.

Section 5.02. There is hereby created by the Corporation and ordered established with the Trustee a trust fund to be designated “Bond Fund”, which shall be used to pay the interest on and principal of said bonds.

Section 5.03. There shall be deposited in the Bond Fund, as and when received, all of the Payments and all other monies received by the Trustee under and pursuant to any of the provisions of the Agreement or this Indenture directing such monies to be paid into the Bond Fund.

Section 5.04. Monies in the Bond Fund shall be used solely for the payment of the interest on the Refunding Bonds and for the retirement of the Refunding Bonds at or prior to maturity, including the making of any mandatory redemption as set forth in Section 3.03 of Article III of this Indenture.

Section 5.05. The Bond Fund shall be in custody of the Trustee, and the Corporation hereby authorizes and directs the Trustee to withdraw funds from the Bond Fund in amounts sufficient to meet installments of interest and principal upon the Refunding Bonds when due (including amounts due for principal upon mandatory redemption). The Trustee hereby accepts such authorization and direction.

Section 5.06. In the event any bonds shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such bonds and interest thereon shall have been made available to the Trustee for the benefit of the registered owners thereof, all liability of the Corporation to the registered owners thereof for the payment of such bonds or interest thereon, as the case may be, shall forthwith cease, determine and be completely discharged and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for a period of five (5) years after such bonds shall have matured, for the benefit of the registered owners of such bonds, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Indenture or on, or with respect to, such bonds. At the expiration of such period, subject to the provisions of Section 8.05 hereof, any unclaimed principal or interest shall be paid to the City and thereafter all claimants shall be restricted exclusively to making claim against the City for such principal or interest. The City shall have no liability for interest on any such funds paid to it and shall not be required to hold such funds in trust nor, in any manner, to segregate such funds on its books.

Section 5.07. It is understood and agreed that pursuant to the provisions of the Agreement, the City has agreed to pay as additional payments the fees and expense of the Trustee and the other charges and expenses payable to the Trustee, as authorized and provided by this Indenture. The City is to make such payments either semiannually or annually on statements rendered by the Trustee. All such additional payments received by the Trustee under said Agreement shall not be paid into the Bond Fund but shall be expended by the Trustee solely for the purpose for which said additional rent payments are received.

Section 5.08. All monies required to be deposited with or paid to the Trustee under any provision of this Indenture or the Agreement, except for payments to the Trustee for its fees and expenses, shall be held by the Trustee in trust.

Section 5.09. After payment or provision for payment in full of the bonds and fees of the Trustee, any balance remaining in the Bond Fund shall be paid to the City as a return of the Payments attributable to amounts in excess of the amounts required to pay principal and interest on the bonds.

Section 5.10. There is hereby established with the Trustee a separate trust fund of the Corporation (for the benefit of the City as well as the Corporation) to be known and designated

as the "Rebate Fund". Any amounts deposited and held in the Rebate Fund shall not be subject to any pledge of this Indenture but are to be held by the Trustee as set aside and pledged for the benefit of the United States Treasury in accordance with the terms of Section 148 of the Code. Investment earnings on any monies in the Rebate Fund shall be retained therein. Periodically at times sufficient to provide for any required payments to the United States under Section 148 of the Code and applicable regulations thereunder, at the City's expense, there shall be furnished to the Trustee a Rebate Analyst's report showing the excess, if any, of the amount earned on all "nonpurpose investments" related to the Refunding Bonds over the amount which would have been earned if such "nonpurpose investments" were invested at a rate equal to the "yield" on the Refunding Bonds. Such report shall be made in accordance with the requirements of Section 148 of the Code and any applicable regulations thereunder. Based upon such report and within fifteen days from the furnishing thereof, the Trustee shall transfer from investment earnings on hand or monies paid by the City into the Rebate Fund an amount equal to such excess. From the Rebate Fund the Trustee shall make payments to the United States in accordance with the requirements of Section 103 and Section 148 of the Code and any applicable regulations thereunder. In making transfers and payments to the United States, the Trustee shall be entitled to rely conclusively upon any Rebate Analyst's report or other recognized expert's report and any letter of instruction furnished to the Trustee by recognized bond counsel and may in its discretion consult with counsel selected in the Trustee's discretion. Monies may be withdrawn from the Rebate Fund and transferred to or for the benefit of the City only upon the basis of an Accountant's report or other recognized expert's report accompanied by an opinion of recognized bond counsel satisfactory to the Trustee showing the amount and legal authority (whether statute, regulation or ruling of the Internal Revenue Service) for such withdrawal. All earnings on excess amounts transferred to the Rebate Fund shall be transferred to the United States as and to the extent required under Section 148 of the Code and applicable regulations thereunder. It is understood, agreed and acknowledged that pursuant to the provisions of the Agreement, the City has agreed to pay as additional payments any amounts required to be deposited to the Rebate Fund, after taking into consideration available funds, if any, on deposit with the Trustee.

ARTICLE VI REDEMPTION OF BUILDING BONDS; COSTS OF ISSUANCE FUND

The net proceeds of the Refunding Bonds, after payment of issuance expenses, in an amount of \$_____, shall be applied, along with funds provided by the City, upon receipt to the payment and satisfaction of the Building Bonds as called for payment under the terms of the 2004 Indenture. The Trustee shall apply such net proceeds to such redemption on the date fixed for redemption of the Building Bonds. The registered owners of the Refunding Bonds shall be subrogated to the rights of the holders of the Building Bonds, from and after their redemption.

ARTICLE VII INVESTMENTS

Section 7.01. Monies held for the credit of any fund or account under this Indenture shall be kept invested and reinvested by the Trustee in (i) Government Obligations; (ii) obligations of the Government National Mortgage Corporation; (iii) in bank savings accounts or

certificates of deposit issued by banks, including the Trustee itself or affiliates of the Trustee, to the extent that said savings accounts or certificates of deposit are fully insured by the Federal Deposit Insurance Corporation; or (iv) in common trust funds or mutual funds or securities of investment companies which invest substantially all of their assets in securities described in this Section 7.01, including such securities as covered by repurchase agreements. Such investments shall have maturity dates or become due or will be redeemable or subject to sale by the holder, at the option of the holder, on or prior to the dates the funds will be needed. Obligations so purchased as an investment of monies shall be held by or under the control of the Trustee and shall be deemed at all times part of the fund or account from which invested, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund or account and any loss resulting from such investments shall be charged to such fund or account.

Section 7.02. The Corporation hereby covenants to the purchasers and holders of the Refunding Bonds that it will make no use of the proceeds of said bond issue which would cause said bonds to be arbitrage bonds within the meaning of Section 103(b) and 148 of the Code, and further directs the Trustee to comply with said Section 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue.

ARTICLE VIII

DISCHARGE OF LIEN

Section 8.01. If the Corporation shall pay or cause to be paid to the registered owners of the bonds the principal and interest to become due thereon at the times and in the manner stipulated therein, and if the Corporation shall keep, perform and observe all and singular the covenants and promises in the bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Corporation such instruments in writing as shall be requisite to satisfy the lien hereof and assign and deliver to the Corporation any property at the time subject to the lien of this Indenture which may then be in its possession, except cash held by the Trustee for the payment of interest on and retirement of the bonds.

Section 8.02. Bonds for the payment of which monies (insured at all times by insurance of the Federal Deposit Insurance Corporation) or Government Obligations which bear interest and mature in such amounts and at such times as to provide the monies required for the payment in full of the principal thereof and interest thereon shall have been deposited with the Trustee (whether upon or prior to the maturity of such bonds) shall be deemed to be satisfied within the meaning of this Indenture and no longer outstanding.

Section 8.03. It is specifically understood and agreed that release of the lien of this Indenture shall not affect nor cancel the provisions of this Indenture relating to bonds issued or the rights of registered owners of bonds, the Trustee or the Corporation, which provisions shall continue in full force and effect according to their terms.

Section 8.04. The Corporation may at any time surrender to the Trustee for cancellation by it any bonds previously authenticated and delivered hereunder, which the

Corporation may have acquired in any manner whatsoever, and such bonds, upon surrender and cancellation, shall be deemed to be paid and retired.

Section 8.05. Monies or Government Obligations held by the Trustee in trust for the payment and discharge of any of the bonds which remain unclaimed for five (5) years after the date on which such bonds shall have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such monies were held by the Trustee at such date, or for five (5) years after the date of deposit of such monies, if deposited with the Trustee after said date when such bonds became due and payable, shall, at the written request of the Corporation for the benefit of the City, be repaid by the Trustee to the City as unclaimed portions of the Payments and as the City's property and be free from the trust created by this Indenture, and the Trustee shall thereupon be released and discharged with respect thereto, and the owners of the bonds payable from such monies shall look only to the City for the payment of such bonds, provided, however, that the Trustee or the Corporation or the City, or any one of them, shall be permitted to discharge all responsibility with respect to any such monies or Government Obligations by making payment to the Treasurer of the State of Nebraska in accordance with Section 69-1301 to 69-1329 R.R.S. Neb. 1996, as now or hereafter amended, or to the appropriate officer of any other state for which similar laws are determined by the Trustee, the Corporation or the City to apply to funds so held by the Trustee, the Corporation or the City, as the case may be.

ARTICLE IX DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 9.01. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "event of default":

(a) default in the due and punctual payment of the principal of or the interest on any bond hereby issued, secured and outstanding;

(b) default in the due and punctual making of the Payments as required to be paid by the City under the Agreement to the Trustee as described in Article V hereof and the continuance thereof for period of five (5) days, or the default in the due and punctual payment of additional payments required to be paid by the City to the Trustee as described in Article V hereof and the continuance thereof for period of thirty (30) days, or

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the Corporation's part contained in this Indenture or the bonds outstanding hereunder and the continuance thereof for a period of thirty (30) days after written notice thereof to the Corporation by the Trustee, or notice given to the Trustee and the Corporation by the registered owners of not less than fifty-one percent (51%) or more in aggregate principal amount of bonds outstanding hereunder.

The term “default” shall mean default by the Corporation in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture, or in the bonds outstanding hereunder, exclusive of any period of grace required to constitute a default as an “event of default”, as hereinabove provided, after giving notice to the Corporation, if applicable. Notwithstanding any other provision of this Indenture, no default shall be declared to be an “event of default” until after the expiration of five (5) days after written notice of such default has been given to the City.

Section 9.02. Upon the occurrence of an event of default, neither the Trustee nor any holder or holders of any bonds shall be permitted to effect the acceleration of the maturity of any bond or bonds which shall remain due and payable as provided for in Articles II and III of this Indenture.

Section 9.03. Upon the occurrence or continuation of an event of default, the Trustee may on its own initiative, and shall upon the written request of the registered owners of not less than fifty-one percent (51%) in principal amount of the bonds then outstanding hereunder, and upon being indemnified to its reasonable satisfaction against any and all costs, expenses, outlays, counsel fees and other reasonable disbursements and against all liability, proceed to take steps needful for the protection and enforcement of its rights and the rights of the holders of the bonds as shall be provided by law. If the Trustee holds any additional security for any of the obligations secured hereby, it may enforce the terms hereof or otherwise realize upon such additional security, at its option, either before or concurrently herewith or after proceedings for the enforcement hereof and may apply the proceeds upon the indebtedness secured hereby without affecting the status of or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any other instrument providing for such additional security. The Corporation and the Trustee acknowledge and agree that the bonds are payable solely from the Payments required to be made by the City under the Agreement and that the remedies of the Trustee shall be limited to enforcement of the collection of such Payments as may be provided by law (including equitable remedies).

Section 9.04. No registered owner of any of the bonds shall have any right to institute any suit, action or proceeding in equity or at law hereunder or for any other remedy hereunder unless such owner previously shall have given to the Trustee written notice of any event of default as herein provided and unless the registered owners of not less than fifty-one percent (51%) in principal amount of the bonds then outstanding shall have made written request of the Trustee, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in the name of the Trustee and the Trustee shall have refused or neglected to comply with such request within a reasonable time and after being afforded a reasonable opportunity to do so and after having been offered security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, as aforesaid. All actions to enforce any provision of this Indenture shall be instituted and maintained for the equal benefit of all owners of the bonds, except that nothing herein contained shall impair the right of any owner of any bond at or after the maturity thereof to reduce the same to judgment.

Section 9.05. All rights of action under this Indenture or under any of the bonds secured hereby enforceable by the Trustee may be enforced without the possession of any of the bonds or the production thereof at the trial or other proceedings relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought for the ratable benefit of the owners of the bonds, subject to the provisions of this Indenture.

Section 9.06. No waiver of any default or breach of duty by any bondholder or the Trustee shall impair any such right or power or shall be construed to be a waiver of any such default or any subsequent default.

Section 9.07. The Corporation hereby agrees that upon the occurrence of any event of default, the City shall have the exclusive option to purchase the Project (including any additions and improvements constituting a part thereof) for an amount equal to the principal amount of the Refunding Bonds outstanding plus accrued interest to the date of default. In connection with any such option, the City shall have 90 days from the date it receives notification by the Corporation (or the Trustee acting on behalf of the Corporation) to exercise such option and upon any such exercise shall have 90 days thereafter to complete the purchase.

ARTICLE X THE TRUSTEE

Section 10.01. The Trustee hereby accepts the trust imposed upon it by this Indenture and agrees to perform said trusts as an ordinarily prudent trustee under a corporate indenture. The Trustee may resign at any time by giving no less than sixty (60) days' notice to the Corporation and to the City and, within five (5) days after giving such notice, by mailing notice of such resignation to each of the registered owners of the bonds then outstanding under this Indenture. The Trustee may be removed at any time upon the written request of or upon the affirmative vote of the registered owners of fifty-one percent (51%) or more in principal amount of bonds outstanding. In the event of such resignation or removal, a successor may be appointed by the registered owners of fifty-one percent (51%) or more in principal amount of the bonds outstanding, and such successor shall have all the powers and obligations of the Trustee theretofore vested in its predecessor; provided that unless and until the successor Trustee shall have been appointed by the registered owners of the bonds as aforesaid, the Corporation shall forthwith appoint a Trustee to fill such vacancy.

Section 10.02. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee shall be protected when acting in good faith upon the advice of its counsel. The Trustee may conclusively rely upon any certificate of the Corporation executed by any two of the directors of the Corporation. The Trustee may require of the Corporation full information and advice as to the performance of all covenants, conditions and agreements of the Corporation contained in this Indenture or any supplement hereto, but the Trustee shall not be required to ascertain or inquire as to the correctness of any information, statements, conclusions or opinions expressed in any certificate, resolution, report, opinion or other document furnished to it pursuant to any provision

of this Indenture. The Trustee is not liable or responsible for any loss resulting from the investment of monies made in accordance with the Indenture and instructions provided by the Corporation.

Section 10.03. The Trustee in its individual capacity may become the owner or pledgee of any bonds with the same rights it would have if it were not a Trustee hereunder.

Section 10.04. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution, exercise or performance of any of the powers and duties to be exercised or performed by it pursuant to the provisions of this Indenture and for the reasonable expenses, charges and other disbursements incurred in connection with the exercise and performance of said powers and duties, all of which under the Agreement are to be paid to Trustee by the City.

ARTICLE XI SUPPLEMENTAL INDENTURES

Section 11.01. The Corporation and the Trustee may from time to time and at any time enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures shall thereafter form a part hereof), so as to thereby (a) cure any ambiguity or formal defect or omission in this Indenture or in any such supplemental indenture; or (b) grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustee.

Section 11.02. Except as provided in Section 11.01 of this Article XI, no indenture supplemental hereto shall be made without the consent of the registered owners of all bonds outstanding.

ARTICLE XII AMENDMENT OF AGREEMENT

Section 12.01. The Corporation or the Trustee, or each thereof, may from time to time, without the approval of the bondholders, consent to any amendment, change or modification of the Agreement between the Corporation and the City for the purpose of curing any ambiguity, formal defect or omission, to grant to or confer upon the Trustee for the benefit of the owners of Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of bonds or the Trustee, or for the purpose of making any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the bondholders.

Section 12.02. Except for amendments, changes or modifications as above provided in Section 12.01 of this Article, no amendment, change or modification of the Agreement shall be made without the consent of the registered owners of all of the bonds outstanding. No amendment, change or modification of the Payments due under the Agreement shall be made which would have the effect of reducing the amount of the Payments as due for each period so long as the Refunding Bonds remain outstanding.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. Any request, direction, consent or other instrument in writing required by this Indenture, or any supplement hereto, to be signed or executed by owners of bonds may be in any number of concurrent instruments of similar tenor and may be signed or executed by such owner in person or by an agent duly appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of such bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Corporation with regard to any action taken by them under such instrument, if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments of deeds to be recorded within such jurisdiction, to the effect that the person signing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

(b) The ownership of any bond and the amount and numbers and other descriptive details of such bonds and the dates of ownership of the same shall be established by the books of registration maintained by the Trustee.

Section 13.02. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Indenture shall be governed by the laws of the State of Nebraska.

Section 13.03. If any provisions of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

IN WITNESS WHEREOF, the Corporation has caused this Indenture to be executed on its behalf by its President and attested by its Secretary and its corporate seal to be hereunto affixed, and to evidence its acceptance of the trust hereby created, the Trustee has caused this Indenture to be signed in its name and on its behalf by its duly authorized officer, all as of the date first above written.

FONNER PARK EXPOSITION AND
EVENTS CENTER, INC.

(SEAL)

By: _____
President

ATTEST:

Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION, Trustee

By: _____
Authorized Officer

[illegible]

The foregoing Indenture was acknowledged before me this ____ day of _____, 2011, by _____, the President of Fonner Park Exposition and Events Center, Inc., a Nebraska nonprofit corporation, on behalf of said nonprofit corporation.

WITNESS my hand and seal this _____ day of _____, 2011.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Indenture was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association, on behalf of said national banking association.

WITNESS my hand and seal this _____ day of _____, 2011.

Notary Public

EXHIBIT A
Trust Indenture and Security Agreement

Project Description

DESCRIPTION OF SITE:

The site of the Project is the following described real estate located in Hall County, Nebraska:

LOT ONE (1), HEARTLAND EVENT CENTER FIRST SUBDIVISION TO THE CITY
OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

DESCRIPTION OF PROJECT:

The Project consists of an agricultural exposition and events center constructed on the Site (as originally financed with the proceeds of the Building Bonds).

DOCS/1038843.1

THIRD ADDENDUM TO LEASE PURCHASE AGREEMENT

This Third Addendum to Lease Purchase Agreement (this “Third Addendum”) is executed and delivered as of the first day of September, 2011 by and between the CITY OF GRAND ISLAND, NEBRASKA, a city of the first class of the State of Nebraska (“City”) and FONNER PARK EXPOSITION AND EVENTS CENTER, INC., a Nebraska nonprofit corporation (“Heartland”).

RECITALS

WHEREAS, the City and Heartland have entered into a Lease Purchase Agreement dated October 9, 2001 (the “Original Lease Purchase Agreement”) which has been modified and amended by an Addendum to Lease Purchase Agreement dated August 26, 2003 also by and between said parties (the “First Addendum”) and which has been further modified and amended by a Second Addendum to Lease Purchase Agreement dated December 1, 2004 also by and between said parties (the “Second Addendum” and, together with the Original Lease Purchase Agreement and the First Addendum, the “Existing Lease Purchase Agreement”) all relating to the planning, designing, constructing and financing of an agricultural exposition and events center which the City proposes to lease and acquire for the benefit of the City and its inhabitants in accordance with the authorization provided for in Section 19-2421, R.R.S. Neb. 2007, as amended;

WHEREAS, Heartland is concurrently entering into a Trust Indenture and Security Agreement dated as of September 1, 2011 (the “Indenture”) with Wells Fargo Bank, National Association, as trustee (the “Bond Trustee”) under which Heartland is issuing, on behalf of the City, Heartland’s Refunding Building Bonds (Heartland Events Center Project), Series 2011, in the principal amount of Five Million Seven Hundred Ninety-five Thousand Dollars (\$5,795,000) (the “Bonds”);

WHEREAS, in connection with the issuance of the Bonds, it is necessary and advisable for the City and Heartland to amend and modify the Lease Purchase Agreement to include certain provisions for the benefit of the registered and beneficial owners of the Bonds;

NOW THEREFORE, in consideration of the mutual covenants contained herein and of the purchase of the Bonds by the original and subsequent purchasers of the Bonds, the parties do hereby agree and contract as follows:

Section I. Amendment of Definitions of Terms. The definitions of terms set forth in Section 2 of the Original Lease Purchase Agreement and in Section I of the Second Addendum

are hereby confirmed and incorporated by reference in this Third Addendum and are further supplemented as follows:

The words and terms as used in this Third Addendum shall have the following meanings, unless the context or use indicates another or different meaning or intent:

“Agreement” shall mean the Lease Purchase Agreement together with any amendments hereto, including but not limited to the First Addendum, the Second Addendum and this Third Addendum.

“Bond Fund” shall mean the fund to be created by the Indenture into which the Payments due under this Agreement shall be deposited for paying principal and interest on the Refunding Bonds.

“Refunding Bonds” or **“Bonds”** shall mean the Refunding Building Bonds (Heartland Events Center Project), Series 2011, issued pursuant to the Indenture to provide funds to redeem the Heartland’s Building Bonds (Heartland Events Center Project), Series 2004, which 2004 Bonds were issued to pay a portion of the costs of the construction and acquisition of the Project.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Indenture” shall mean that Trust Indenture and Security Agreement dated as of September 1, 2011 by and between Heartland and the Trustee authorizing the Refunding Bonds to be issued by Heartland.

“Project” shall have the meaning set forth in the Second Addendum, provided that the parties hereto acknowledge and agree that the construction of the Project was completed in accordance with the terms of the Agreement.

“Site” shall mean the real estate now owned by Heartland which is more specifically described on Exhibit “A” hereto attached and by reference incorporated herein.

“Trustee” shall mean Wells Fargo Bank, National Association, as trustee under the Indenture, or any successor thereto having trust powers under applicable federal and state law which has been designated as successor trustee under the Indenture in accordance with the terms thereof.

Section II. Statement of Term of Lease Purchase Agreement as Amended by Second Addendum; Incorporation by Reference. The term of the Agreement (including as Amended by this Third Addendum) shall extend until December 31, 2024, provided that at such time all of the Refunding Bonds shall have been paid in full or shall otherwise be no longer outstanding in accordance with the terms of the Indenture. If any Refunding Bonds shall as of such date remain outstanding under the terms of the Indenture, then the term of the Agreement shall automatically be extended until all Refunding Bonds are no longer outstanding under the Indenture. A copy of

the Original Lease Purchase Agreement is attached hereto as Exhibit “B” and incorporated herein by such reference. A copy of the First Addendum is attached hereto as Exhibit “C” and incorporated herein by such reference. A copy of the Second Addendum is attached hereto as Exhibit “D” and incorporated herein by such reference. Each such incorporation by reference is subject to the amendments, modifications and supplements provided for in this Third Addendum.

Section III. Approval of Terms of Indenture; Restatement of Conditions Prior to Commencement. The City and Heartland hereby approve the terms of the Indenture and of the Refunding Bonds as set forth therein.

Section IV. Agreement to Make Payments; Liquidated Damages. The City hereby agrees to make continuing installment purchase payments as the remaining purchase price and remaining basic rent due under the Agreement as follows:

Payment Date	Amount Due
December 15, 2011	
June 15, 2012	
December 15, 2012	
June 15, 2013	
December 15, 2013	
June 15, 2014	
December 15, 2014	
June 15, 2015	
December 15, 2015	
June 15, 2016	
December 15, 2016	
June 15, 2017	
December 15, 2017	
June 15, 2018	
December 15, 2018	
June 15, 2019	
December 15, 2019	
June 15, 2020	
December 15, 2020	
June 15, 2021	
December 15, 2021	
June 15, 2022	
December 15, 2022	
June 15, 2023	
December 15, 2023	
June 15, 2024	
December 15, 2024	

All such payments (the “Payments”) shall be made without abatement or set-off and without regard to whether the Project remains occupied. The City shall have the right to make prepayment of the Payments at any time and to cause such prepayments to be applied to the early redemption and/or satisfaction of the Refunding Bonds, as provided in the Indenture. Any amount of the Payments not required for the payment of principal and interest on the Refunding Bonds or the redemption and/or satisfaction thereof shall be considered satisfied in full upon any payment or redemption and/or satisfaction in full of the Refunding Bonds. The City hereby acknowledges and consents to the provisions of Section 9.07 of Article IX of the Indenture which permits the City to purchase the Project for a price which might, depending upon the circumstances, be less than an amount sufficient to pay all of the principal and accrued interest on the Refunding Bonds as provided for in the Indenture. As and to the extent that the City’s right to exercise its option under said Section 9.07 has resulted from any failure on the part of the City to make the Payments as the same fall due, the City hereby agrees to pay as liquidated damages (determined with specific reference to the payment rights of the holders of the Refunding Bonds) payable to the Trustee for the benefit of the holders of the Refunding Bonds, an amount sufficient, when added to the amount payable under the terms of the option set forth in said Section 9.07, will be sufficient to effect the satisfaction in full of the Refunding Bonds under the terms of the Indenture and specifically Article VIII thereof.

Section V. Continuing Disclosure Undertaking. Section X of the Second Addendum is hereby amended to read as follows:

Section X. In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the City, being the only “obligated person” with respect to the 2011 Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB:

(a) not later than seven months after the end of each fiscal year of the City (the “Delivery Date”), financial information or operating data for the City of the type accompanying the audited financial statements of the City entitled “Management’s Discussion and Analysis” (“Annual Financial Information”);

(b) when and if available, audited financial statements for the City; audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the 2011 Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties (there are no debt service reserves established for the 2011 Bonds under the terms of the Indenture);

(4) unscheduled draws on credit enhancements reflecting financial difficulties (not applicable to the 2011 Bonds);

(5) substitution of credit or liquidity providers, or their failure to perform (not applicable to the 2011 Bonds);

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2011 Bonds, or other material events affecting the tax status of the 2011 Bonds;

(7) modifications to rights of the holders of the 2011 Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the 2011 Bonds, if material;

(11) rating changes (the 2011 Bonds are not rated and no rating for the 2011 Bonds is expected to be requested);

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement

to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information not later than the Delivery Date.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the 2011 Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Agreement or the Indenture. The continuing disclosure obligations of the City, as described above, shall cease when none of the 2011 Bonds remain outstanding.

Section VI. Amendments to Existing Lease Purchase Agreement as Amended by Third Addendum. The Existing Lease Purchase Agreement as amended by this Third Addendum may be amended only in accordance with the terms of the Indenture.

Section VII. Assignment of Payments; Obligations of City Unconditional. Under the Indenture the Payments have been assigned on an absolute and unconditional basis in order to effect the payment of principal and interest on the Refunding Bonds. The City hereby agrees that no amendment reducing the amount of the Payments or extending the time of payment thereof shall be made without the consent of the registered owners of each of the Refunding Bonds affected thereby. The Payments may be reduced in the event of any refunding of the Refunding Bonds or any other Refunding Bonds provided that no such reduction shall take effect so long as any of the Refunding Bonds being refunded remain outstanding under the Indenture. The City hereby agrees that the Trustee shall have the right to enforce any and all of its obligations with respect to the Payments under the Existing Lease Purchase Agreement as amended by this Third Addendum. The City hereby agrees and acknowledges that its obligations to make the Payments shall be absolute and unconditional. The City shall bear all risk of damage to or destruction of the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of the Project, or anything which for any reason interferes with, prevents or renders burdensome the use of the Project or the compliance by the City with the terms of the Existing Lease Purchase Agreement

as amended by this Third Addendum. In furtherance of the foregoing, but without limiting any of the other provisions of the Existing Lease Purchase Agreement as amended by this Third Addendum, the obligations to make the Payments shall be absolute and unconditional and the City shall not be entitled to any abatement, diminution, setoff, abrogation, waiver or modification of the Payments nor to any termination of the Existing Lease Purchase Agreement as amended by this Third Addendum by any reason whatsoever and regardless of any rights of setoff, recoupment or counterclaim that the City might otherwise have against the Trustee, Heartland or any owner of any of the Refunding Bonds or any other party or parties and regardless of any contingency, act of God, event or cause whatsoever and notwithstanding any circumstance or occurrence that may arise or take place, including, without limiting the generality of the foregoing, the following:

- 1) any damage to or destruction of any part or all of the Project or any other properties owned or operated by the City or Heartland;
- 2) the taking of any part or all of the Project or any other properties owned or operated by the City by any public authority or agency in the exercise of the power of eminent domain or otherwise;
- 3) any assignment, novation, merger, consolidation, transfer of assets, leasing or other similar transaction of or affecting the City or the Heartland or the Trustee;
- 4) any failure of the Heartland to perform or observe any agreement or covenant, whether express or implied, or any duty, liability or obligation, arising out of or in connection with the Existing Lease Purchase Agreement as amended by this Third Addendum, the Management Contract or the Indenture or the failure by the Trustee to perform or observe any agreement or covenant, whether express or implied, or any duty, liability or obligation, arising out of or in connection with the Existing Lease Purchase Agreement as amended by this Third Addendum;
- 5) any change or delay in the time of availability of the Project or any part thereof or delays in the construction or acquisition with respect to the Project;
- 6) the failure to complete or to maintain satisfactory progress in the acquisition, construction, installation and equipping of the Project, or any part thereof or improvement thereto for any cause or reason;
- 7) the enforcement by the Trustee or the Heartland of any remedy available under the Existing Lease Purchase Agreement as amended by this Third Addendum;
- 8) failure of consideration, failure of title or commercial frustration;

9) any change in the tax or other laws of the United States or of any state or other governmental authority; or

10) the appointment of a receiver for the City or the Heartland for all or any part of the assets of either.

Section VIII. Payment for Rebates to the United States. In addition to the additional payments provided for in paragraph 5.b. of the Original Lease Purchase Agreement, the City agrees that it will make payment, as an additional payment due under the Agreement, of all amounts due to the Rebate Fund under the Indenture in order for the Refunding Bonds to comply with the requirements of Section 148(f) of the Code.

Section IX. Confirmation of Terms of Lease Purchase Agreement. Except as specifically modified by this Third Addendum to Lease Purchase Agreement, all other terms and provision of the Existing Lease Purchase Agreement previously executed by and between the City and Heartland shall remain in full force and effect.

Section X. Agreement as to Articles and Bylaws . In accordance with the provisions of Section III of the Second Addendum, Heartland hereby agrees that it will not amend its Articles of Incorporation or Bylaws without the written consent of the City during term of the Existing Lease Purchase Agreement as Amended by this Third Addendum.

Section XI. Date of Third Addendum to Lease Purchase Agreement. This Third Addendum has been dated for convenience of reference as shown on the initial page hereof. This Third Addendum has been actually executed on the date set forth below for each of the parties.

Date for Execution by City: _____, 2011

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

Date for Execution by Heartland: _____, 2011

ATTEST:

**FONNER PARK EXPOSITION AND EVENTS
CENTER, INC.**

_____, Secretary

By: _____
_____, President

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a city of the first class of the State of Nebraska, on behalf of such city.

Witness my hand and notarial seal, this ____ day of _____, 2011.

Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, President of Fonner Park Exposition and Events Center, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

Witness my hand and notarial seal, this ____ day of _____, 2011.

Notary Public

EXHIBIT “A”

Project Description

DESCRIPTION OF SITE:

The Site for Project shall be the following described real estate located in Hall County, Nebraska:

**LOT ONE (1), HEARTLAND EVENT CENTER FIRST SUBDIVISION
TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.**

EXHIBIT “B”

EXHIBIT “C”

EXHIBIT “D”

DOCS/1044081.2

ADDENDUM TO ESCROW AGREEMENT

THIS ADDENDUM TO ESCROW AGREEMENT (this "Addendum") is made this ____ day of September, 2011, by and among FONNER PARK EXPOSITION AND EVENTS CENTER, INC., a Nebraska non-profit corporation hereinafter referred to as "Heartland", and the CITY OF GRAND ISLAND, NEBRASKA, a city of the first class of the State of Nebraska, hereinafter referred to as "City", and GRAND ISLAND ABSTRACT, ESCROW & TITLE COMPANY, a Nebraska corporation hereinafter referred to as "Escrow Agent".

WITNESSETH:

WHEREAS, Heartland, the City and Escrow Agent have entered into an Escrow Agreement dated as of December 28, 2004 (the "Original Escrow Agreement");

WHEREAS, Heartland is currently issuing \$5,795,000 in principal amount of its Refunding Building Bonds (Heartland Events Center Project), Series 2011, (the "Refunding Bonds") for the purposes of refinancing on behalf of the City the Building Bonds (Heartland Events Center Project), Series 2004, issued in the original principal amount of \$7,765,000 and outstanding in the amount to be refunded of \$5,950,000 (the "Building Bonds"), in connection with which the Original Escrow Agreement was executed and delivered;

WHEREAS, Heartland and the City are currently entering into a Third Addendum to Lease Purchase Agreement (the "Third Addendum") dated as of the first day of September, 2011, modifying the terms of the Agreement (as defined in the Original Escrow Agreement; herein, the "Agreement").

WHEREAS, in connection with the issuance of the Refunding Bonds to refinance the indebtedness evidenced by the Building Bonds, it is necessary to modify certain terms of the Original Escrow Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The term "Agreement" as used in the Original Escrow Agreement shall henceforth mean and refer to the Agreement as modified by the Third Addendum.
2. The term "Building Bonds" as used in the Original Escrow Agreement shall henceforth mean and refer to the Refunding Bonds.
3. The term "Payments" as used in the Original Escrow Agreement shall henceforth mean and refer to the "Payments" as provided for under the terms of the Agreement as modified by the Third Addendum.
4. The term "Indenture" as used in the Original Escrow Agreement shall henceforth mean and refer to that Trust Indenture and Security Agreement dated as of September 1, 2011 by and between Heartland and Wells Fargo Bank, National Association, under which the Refunding Bonds are issued and the term "Trustee" as used in the Original Escrow Agreement shall henceforth mean and refer to Wells Fargo Bank, National Association, in its capacity as trustee under said Trust Indenture and Security Agreement dated as of September 1, 2011.

5. Any payment and satisfaction of the Building Bonds from the proceeds of the Refunding Bonds or other monies provided by the City shall not result in the delivery of the Warranty Deed (as defined in the Original Escrow Agreement).

6. All other terms and conditions of the Original Escrow Agreement as modified by this Addendum are hereby confirmed and shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereby execute this agreement this _____ day of September, 2011.

FONNER PARK EXPOSITION AND EVENTS CENTER,
INC.

By: _____

Its: _____

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Mayor

GRAND ISLAND ABSTRACT, ESCROW & TITLE
COMPANY

By: _____

Its: _____

ADDENDUM TO MANAGEMENT CONTRACT
Heartland Events Center

THIS ADDENDUM TO MANAGEMENT CONTRACT ("Addendum to Management Contract"), dated as of September 1, 2011, between the CITY OF GRAND ISLAND, NEBRASKA, a city of the first class of the State of Nebraska ("City") and FONNER PARK EXPOSITION AND EVENTS CENTER, INC., a Nebraska nonprofit corporation ("Heartland").

WITNESSETH:

WHEREAS, the City and Heartland have entered into a Management Contract dated as of December 28, 2004 (the "Original Management Contract");

WHEREAS, Heartland is currently issuing \$5,795,000 in principal amount of its Refunding Building Bonds (Heartland Events Center Project), Series 2011, (the "Refunding Bonds") for the purposes of refinancing on behalf of the City the Building Bonds (Heartland Events Center Project), Series 2004, issued in the original principal amount of \$7,765,000 and outstanding in the amount to be refunded of \$5,950,000 (the "Building Bonds"), in connection with which the Original Management Contract was executed and delivered;

WHEREAS, Heartland and the City are currently entering into a Third Addendum to Lease Purchase Agreement (the "Third Addendum") dated as of the first day of September, 2011, modifying the terms of the Agreement (as defined in the Original Management Contract; herein, the "Agreement").

WHEREAS, in connection with the issuance of the Refunding Bonds to refinance the indebtedness evidenced by the Building Bonds, it is necessary to modify certain terms of the Original Management Contract;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The term "Agreement" as used in the Original Management Contract shall henceforth mean and refer to the Agreement as modified by the Third Addendum.

2. The term "Building Bonds" as used in the Original Management Contract shall henceforth mean and refer to the Refunding Bonds.

3. The term "Indenture" as used in the Original Management Contract shall henceforth mean and refer to that Trust Indenture and Security Agreement dated as of September 1, 2011 by and between Heartland and Wells Fargo Bank, National Association, under which the Refunding Bonds are issued and the term "Trustee" as used in the Original Management Contract shall henceforth mean and refer to Wells Fargo Bank, National Association, in its capacity as trustee under said Trust Indenture and Security Agreement dated as of September 1, 2011.

4. Under the terms of Paragraph 3 of the Original Management Contract, each contract entered into by Heartland with respect to the Project is required to contain a specified provision and the wording of such specified provision shall henceforth be amended and restated to read as follows:

"Any rights hereunder shall in all events be subject to the requirements of that Lease Purchase Agreement dated October 9, 2001 (the "Original Agreement"), by and between the City and Heartland, as amended and supplemented by that Addendum to Lease

Purchase Agreement dated August 26, 2003 (the "First Addendum") by and between said parties, as further amended and supplemented by that Second Addendum to Lease Purchase Agreement dated as of December 1, 2004 (the "Second Addendum") and as further supplemented by that Third Addendum to Lease Purchase Agreement dated as of September 1, 2011 (the "Third Addendum" and collectively with the Original Agreement, the First Addendum and the Second Addendum, the "Agreement"), including, but not limited to, requirements for cancellation under Rev. Proc. 82-26 and, specifically, the requirement that the City have the right to obtain unencumbered fee title to the Project (including additions thereto) and exclusive possession of the Project."

5. All other terms and conditions of the Original Management Contract as modified by this Addendum to Management Contract are hereby confirmed and shall remain in force and effect.

6. This Addendum to Management Contract has been dated for convenience of reference as shown on the initial page hereof. This Addendum to Management Contract has been actually executed on the date set forth below for each of the parties.

Date for Execution by City: September __, 2011

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,

_____, City Clerk

By: _____
_____, Mayor

Date for Execution by Heartland: September __, 2011

ATTEST:

FONNER PARK EXPOSITION AND EVENTS
CENTER, INC.

_____, Secretary

By: _____
_____, President

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by _____, Mayor of the City of Grand Island, Nebraska, a city of the first class of the State of Nebraska, on behalf of such city.

Witness my hand and notarial seal, this ____ day of September, 2011.

Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by _____, President of Fonner Park Exposition and Events Center, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

Witness my hand and notarial seal, this ____ day of September, 2011.

Notary Public

DOCS/1051394.1

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST __, 2011

In the opinion of Bond Counsel, under existing laws, regulations and court decisions and subject to the qualifications set forth herein under "TAX EXEMPTION," interest on the 2011 Bonds is not includable in gross income for purposes of regular federal and Nebraska state income taxation. Interest on the 2011 Bonds is not subject to the alternative minimum tax imposed on individuals under the Internal Revenue Code of 1986, as amended (the "Code"), but is required to be included in the calculation of adjusted current earnings to be used in computing corporate alternative minimum taxable income. See the caption "TAX EXEMPTION" herein.

\$5,795,000*

FONNER PARK EXPOSITION AND EVENTS CENTER, INC.

Issued on Behalf of

CITY OF GRAND ISLAND, NEBRASKA

REFUNDING BUILDING BONDS (HEARTLAND EVENTS CENTER PROJECT)

SERIES 2011

Dated: Date of Delivery

Due: December 15 as shown below

The Refunding Building Bonds (Heartland Events Center Project), Series 2011 (the "2011 Bonds") are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2011 Bonds. Purchases of the 2011 Bonds will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the 2011 Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the 2011 Bonds. Interest is payable on June 15 and December 15 of each year, commencing December 15, 2011. So long as DTC or its nominee is the registered owner of the 2011 Bonds, payments of the principal or redemption price of and interest on the 2011 Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE 2011 BONDS - Global Book-Entry Bonds." Wells Fargo Bank, National Association, will act as Trustee and Paying Agent and Registrar for the 2011 Bonds. For terms relating to payments made to DTC or its nominee or in the event that the use of book-entry form is discontinued, see "THE 2011 BONDS."

The 2011 Bonds are subject to optional redemption prior to maturity as described herein..

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
December 15, 2011	\$70,000			December 15, 2018	\$430,000		
December 15, 2012	395,000			December 15, 2019	440,000		
December 15, 2013	400,000			December 15, 2020	450,000		
December 15, 2014	405,000			December 15, 2021	465,000		
December 15, 2015	410,000			December 15, 2022	480,000		
December 15, 2016	415,000			December 15, 2023	495,000		
December 15, 2017	425,000			December 15, 2024	515,000		

The 2011 Bonds are payable from installment purchase rentals payable by the City of Grand Island, Nebraska (the "City") under a Lease Purchase Agreement (including the Addendums thereto dated as of August 23, 2003, December 1, 2004, and September 1, 2011, collectively, the "Agreement") between the City and Fonner Park Exposition and Events Center, Inc. (the "Corporation") under the terms of which the City is leasing for purchase by installment payments an agricultural exposition and events center to serve the City and its inhabitants (the "Project"). The 2011 Bonds are being issued pursuant to the terms of a Trust Indenture and Security Agreement dated as of September 1, 2011 (the "Indenture") between the Corporation and the Trustee, for the purpose of refunding the Corporation's Building Bonds (Heartland Events Center Project), Series 2004, date of original issue - December 28, 2004. The installment purchase rentals payable by the City are a general obligation of the City which are expected to be paid out of the funds of the City raised by a limited tax levied on all taxable property within the City or by collections from an additional one-half percent sales tax. This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision.

The 2011 Bonds are offered in book-entry-only form, when, as and if issued and received by the Underwriter and subject to the approval of legality by Baird Holm LLP, Omaha, Nebraska, Bond Counsel for the City, and certain other conditions. It is expected that the 2011 Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about September __, 2011.

*Preliminary subject to change.

AMERITAS INVESTMENT CORP.

No dealer, broker, salesman or other person has been authorized by the City of Grand Island or the Underwriter to give any information or to make any representations with respect to the 2011 Bonds other than the information and representations contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2011 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or with respect to the Project or the Corporation since the date hereof.

IN CONNECTION WITH THE OFFERING OF THE 2011 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE 2011 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE THEREAFTER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CORPORATION OR THE CITY SINCE THE DATE HEREOF.

THE 2011 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS ANY DOCUMENT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE TERMS OF THE OFFERING. THE 2011 BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT.

OFFICIAL STATEMENT

RELATING TO

\$5,795,000*

REFUNDING BUILDING BONDS (HEARTLAND EVENTS CENTER PROJECT), SERIES 2011

Issued by

FONNER PARK EXPOSITION AND EVENTS CENTER, INC.

INTRODUCTION

This Official Statement, including the cover page, sets forth certain information in connection with the issuance of \$5,795,000* of Refunding Building Bonds (Heartland Events Center Project), Series 2011, issued by Fonner Park Exposition and Events Center, Inc. (the “2011 Bonds”). The 2011 Bonds are being issued by Fonner Park Exposition and Events Center, Inc. (the “Corporation”) on behalf of the City of Grand Island, Nebraska, (the “City”).

The Project

The City and the Corporation have previously provided for the construction and acquisition of an agricultural exposition and events center constructed on real estate owned by the Corporation and located within the City (the “Project”) and the Corporation has previously issued its Building Bonds (Heartland Events Center Project), Series 2004, date of original issue – December 28, 2004, presently outstanding in the principal amount of \$5,950,000 (the “2004 Bonds”), which 2004 Bonds were issued to provide financing for a portion of the costs of the Project. The Project is being acquired by the City under a Lease-Purchase Agreement dated October 9, 2001, as amended by an Addendum to Lease Purchase Agreement dated as of August 26, 2003, a Second Addendum to Lease Purchase Agreement dated as of December 1, 2004, and as further amended by a Third Addendum to Lease Purchase Agreement dated as of September 1, 2011 (collectively, the “Agreement”). The 2011 Bonds are being issued to refund the 2004 Bonds.

The Corporation

The Corporation is a nonprofit corporation organized and existing under the laws of the State of Nebraska, acting on behalf of the City. Under the Agreement the Corporation contracted for the construction and acquisition of the Project. Upon completion of the Project, the City took possession of the Project. The Corporation acts as the manager of the Project for the City under a Management Contract (the “Management Contract”) between the Corporation and the City. The 2011 Bonds are limited obligations of the Corporation payable solely from the installment purchase rentals (the “Payments”) payable by the City under the Agreement. The Corporation has been determined to be an organization exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended, (the “Code”) qualified under Section 501(c)(3) of the Code. The 2011 Bonds are limited obligations of the Corporation and none of the assets of the Corporation, other than the Payments, are to be available to make the payments of principal and interest on the 2011 Bonds.

The City of Grand Island

The City of Grand Island, Nebraska (the “City”) is a city of the first class of the State of Nebraska. The City had a population of 48,520, according to the 2010 Census. Property located within the City is primarily residential and commercial. The City is the fourth largest city in Nebraska and is located in Hall County along the Platte River in central Nebraska. The City is governed by a Mayor and City Council.

* Preliminary, subject to change

The 2011 Bonds

The 2011 Bonds will be issued under the terms of a Trust Indenture and Security Agreement, dated as of September 1, 2011 (the “Indenture”) between the Corporation and Wells Fargo Bank, National Association, as Trustee (the “Trustee”). Pursuant to the Indenture, the Corporation has assigned to the Trustee its rights in and under the Agreement including its rights to the Payments to provide for payment of and security for the 2011 Bonds. Only the Payments under the Agreement are being assigned to the Trustee and there will be no real estate mortgage or other security interest in the Project securing the 2011 Bonds. The Payments will be sufficient as to amount and timing to meet the payments of principal and interest on the 2011 Bonds as such principal and interest fall due.

THE 2011 BONDS

The 2011 Bonds bear their date of delivery as the date of original issuance. Interest on the 2011 Bonds is payable on June 15 and December 15 of each year, commencing December 15, 2011 (each such payment date an “Interest Payment Date”). Interest will be paid from the date of original issue or most recent Interest Payment Date, whichever is later, until maturity. The 2011 Bonds will bear interest at the rates and become due at the times set forth on the cover page of this Official Statement. Initially, the 2011 Bonds will be issued using the services of The Depository Trust Company (“DTC”) and will be registered in the name of Cede & Co. and will be made available to beneficial owners in book-entry only form, as described below.

Interest on the 2011 Bonds will be paid by the Trustee by check or draft mailed (or by wire transfer in the case of DTC) to registered owners at their registered addresses, both as shown on the registration books of the Trustee as of the last business day of the month immediately preceding the month in which an Interest Payment Date occurs (the “Record Date”). Principal due on the 2011 Bonds shall be paid on presentation and surrender of the 2011 Bonds at the designated corporate trust office of the Trustee (initially in Des Moines, Iowa, subject to change as provided in the Indenture, the “Designated Corporate Trust Office”).

Upon surrender to the Trustee for cancellation, any 2011 Bond or Bonds may be transferred or exchanged for other 2011 Bond or Bonds of like aggregate principal amount in any authorized denomination, having the same maturity and bearing the same rate of interest as the 2011 Bond or Bonds surrendered. The Trustee is not required to transfer or exchange any 2011 Bond during the period from any Record Date until its immediately succeeding Interest Payment Date or to transfer any 2011 Bond which has been called for redemption, whether in whole or in part, for a period of 30 days next preceding the date fixed for redemption.

In the event that payments of interest due on the 2011 Bonds on any Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners as of a special date of record for payment of such defaulted interest as shall be designated by the Trustee whenever monies for the purpose of paying such defaulted interest become available.

The foregoing described provisions relating to payment and transfer shall apply to DTC while acting as securities depository, with certain exceptions provided for in a Letter of Representations, executed by the Corporation, the Trustee and DTC, and will also apply in the event that the system of book-entry holding described below ceases to apply for the 2011 Bonds.

Global Book-Entry Bonds

The 2011 Bonds will be available to the ultimate purchasers in global book-entry form only, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of the 2011 Bonds will not receive certificates representing their interests in the 2011 Bonds purchased, except as described below.

The following description of the procedures and record-keeping with respect to beneficial ownership interests in the 2011 Bonds, payment of interest and other payments on the 2011 Bonds to Participants (as hereinafter

defined) or Beneficial Owners (as hereinafter defined) of the 2011 Bonds, confirmation and transfer of beneficial ownership interests in the 2011 Bonds and other related transactions by and between DTC, Participants and Beneficial Owners of the 2011 Bonds, is based solely on information furnished by DTC to the Corporation and the City for inclusion in this Official Statement. Accordingly, the Corporation and the City and the Trustee do not make any representations concerning these matters, and the Beneficial Owners of the 2011 Bonds should not rely on the following information with respect to such matters, but should instead confirm the same with the Participants from whom they purchased the 2011 Bonds.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the 2011 Bonds. The 2011 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2011 Bond certificate will be issued for each separate maturity of the 2011 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participant’s accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and at www.dtc.org.

Purchases of the 2011 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2011 Bonds on DTC’s records. The ownership interest of each actual purchaser of each 2011 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2011 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2011 Bonds, except in the event that use of the book-entry system for the 2011 Bonds is discontinued.

To facilitate subsequent transfers, all 2011 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2011 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such 2011 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2011 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2011 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the documents relating to the 2011 Bonds. For example, Beneficial Owners of 2011 Bonds may wish to ascertain that the nominee holding the 2011 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2011 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2011 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Corporation (or the Trustee) as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2011 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal, and interest payments on the 2011 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the City or the Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee (from funds provided by the City), disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2011 Bonds at any time by giving reasonable notice to the Corporation or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the 2011 Bonds are required to be printed and delivered.

The Corporation may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the 2011 Bonds will be printed and delivered to DTC.

The information under this subcaption concerning DTC and DTC's book-entry system has been obtained from sources that the Corporation believes to be reliable, but neither the City nor the Corporation takes responsibility for the accuracy thereof.

The City, the Corporation and the Trustee will not have any responsibility or obligation to Participants, to Indirect Participants or to any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC, any Direct Participant or any Indirect Participant; (ii) the payment by DTC or any Direct Participant or Indirect Participant of any amount with respect to the principal or redemption price of or interest on the 2011 Bonds; (iii) any notice which is permitted or required to be given to bondholders under the Indenture; (iv) the

selection by DTC or any Direct or Indirect Participant of any person to receive payment in the event of a partial redemption of the 2011 Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

Notice to Bondholders

Notice of any proposed modification or amendment of the Indenture by means of a supplemental indenture that is to be effective with the consent of the registered owners of the 2011 Bonds as well as all notices of redemption will be mailed to DTC, as the registered owner of the 2011 Bonds then outstanding.

No assurance can be given by the City, the Corporation or the Trustee that DTC will distribute to the Participants, or that the Participants will distribute to the Beneficial Owners, (i) payment of debt service on the 2011 Bonds paid to DTC, or its nominee, as the registered owner, or (ii) any redemption or other notices, or that DTC or the Participants will serve and act on a timely basis or in the manner described in this Official Statement.

Optional Redemption

The 2011 Bonds are subject to redemption prior to maturity on or after the fifth anniversary of the date of original issue, in whole or in part, at the principal amount thereof plus accrued interest to the date fixed for redemption. The Corporation (at the direction of the City) may select 2011 Bonds to be redeemed in its sole discretion, including particular maturities as it deems appropriate.

If the 2011 Bonds are being held by DTC under the book-entry system and less than all of such 2011 Bonds within a maturity are being redeemed, DTC's current practice is to determine by lot the amount of the interest of each Participant in such maturity to be called for redemption, and each Participant is to then select by lot the ownership interest in such maturity to be redeemed. See "THE SERIES 2011 BONDS - Global Book-Entry Bonds" herein.

Notice of Redemption: Effect of Redemption

Notice of call for redemption, identifying the 2011 Bonds or portions thereof to be redeemed shall be given by the Trustee by mail (or other means acceptable to DTC so long as the 2011 Bonds are being held in global book entry form), sent to the registered owners of the 2011 Bonds to be redeemed (initially, Cede & Co.) at their registered addresses as shown on the registration books maintained by the Trustee, first class, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption. Failure to give notice to any registered owner or any defect in the notice shall not affect the validity of the proceedings calling the 2011 Bonds or the redemption of any 2011 Bonds for which proper notice has been given. The Corporation (at the direction of the City) shall have the right to direct further notice of redemption for any 2011 Bond for which defective notice has been given.

Transfer of 2011 Bonds

The 2011 Bonds are transferable upon presentation for cancellation to the Trustee at its Designated Corporate Trust Office. To be transferred, any 2011 Bonds must be accompanied by a written instrument of transfer in form satisfactory to the Trustee and must be accompanied by such signature guaranties and other evidence as the Trustee may require. Upon surrender of any 2011 Bond in proper form, the Trustee will deliver at its office or send by registered mail to the transferee owner or owners at such transferee owner's or owners' risk and expense, a new 2011 Bond or 2011 Bonds of the same maturity, interest rate and aggregate principal amount registered in the name of the transferee owner or owners. To the extent of the denominations permitted by the Indenture, one 2011 Bond may be transferred for several 2011 Bonds of a like maturity, interest rate and aggregate principal amount and several 2011 Bonds may be transferred for one or several 2011 Bonds, respectively, of the same maturity, interest rate and aggregate principal amount. Transfer of interests by Beneficial Owners, so long as there is a securities depository serving will be governed by the procedures described under "THE 2011 BONDS - Global Book-Entry Bonds" herein.

Additional Bonds

The Indenture does not permit the issuance of additional bonds.

SECURITY FOR THE 2011 BONDS

The 2011 Bonds are issued pursuant to the Indenture. They are payable solely from the Payments to be made by the City under the Agreement. The City has entered into the Agreement by the authority of and in conformity with the provisions of the laws of the State of Nebraska, including specifically Section 19-2421, R.R.S. Neb. 2007, which permits the City to enter into contracts for the lease of real or personal property. Such leases are not restricted to a single year and may provide for the purchase of the property in installment payments. The Payments are to be made from the City's general fund tax levy as established pursuant to Section 16-702, R.R.S. Neb. 2007, as amended. Under Section 16-702, R.R.S. Neb. 2007, as amended, the City is authorized to levy up to forty-five cents on each one hundred dollars of taxable valuation (45¢ on each \$100) for purposes of its general budgetary requirements. Under the terms of the Agreement, the obligation of the City to make the Payments is not subject to cancellation for failure to make an annual appropriation and constitutes a general obligation of the City payable from its general fund levy. The City's current taxable valuation (for the 2010-11 budget year) is \$2,395,497,486 and a levy of forty-five cents upon such valuation will provide approximately \$10,779,739 of funds available for expenditure in each year. The City's 2010-11 general fund levy is 20.4855¢. In addition to the property tax levy permitted by Section 16-702 (as subject to the limitations provided for in Section 77-3442, R.R.S. Neb. 2009, as amended, described under the heading "NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION"), the City is also authorized to levy a local option sales tax pursuant to Sections 77-27,141 through 77-27,148, R.R.S. Neb. 2009 (the "Local Option Revenue Act"). In the Agreement the City agrees to make the Payments from general taxes levied for the City's general fund, which may include both property and sales taxes.

The Payments due under the Agreement are in an amount sufficient to pay principal and interest on the 2011 Bonds as the same fall due. The Agreement and the Payments, pursuant to the Indenture, have been assigned by the Corporation to the Trustee to provide for the payments due on the 2011 Bonds. The City has agreed to make the Payments directly to the Trustee. Under the Indenture the Trustee is required to deposit all such payments in the trust account provided for in the Indenture and designated "Bond Fund." The City may elect to make the Payments on a basis earlier than scheduled and cause defeasance of the 2011 Bonds. Upon payment in full of the 2011 Bonds, the Agreement will be terminated and the Project transferred to the City, as described in the Agreement.

Until the 2011 Bonds and interest thereon are fully paid or payment is provided for by the Trustee having funds to pay all 2011 Bonds and interest thereon to the date that the 2011 Bonds shall become due, the City covenants and agrees to make and continue to make its levies (on both sales and property) sufficient to provide for the Payments and any additional payments due under the Agreement. The City further covenants and agrees that throughout the term of the Agreement, it will observe all budget and spending limitations now or hereafter imposed by law in such a manner that a sufficient portion of its tax levy monies shall be available to make all of the Payments as the same fall due.

The 2011 Bonds and the interest thereon are payable solely from the Payments. Neither the faith and credit of the State of Nebraska nor any political subdivision thereof, other than that of the City with respect to its obligations under the Agreement, is pledged to the payment of the principal or interest on the 2011 Bonds.

Neither the Agreement nor the Indenture provides for any security interest in the Project for the benefit of the owners of the 2011 Bonds. Neither the Payments nor the principal and interest on the 2011 Bonds are subject to acceleration. The Indenture provides that the 2011 Bonds are limited obligations of the Corporation payable solely from the Payments.

THE CORPORATION

The Corporation is a nonprofit corporation existing under the laws of the State of Nebraska. It was incorporated on November 25, 1998. Section 21-1903, R.R.S. Neb. 2007, authorizes the formation of nonprofit corporations for the purpose of erecting and leasing buildings for the use and benefit of governmental bodies such as the City. The Corporation has entered into the Management Contract which permits it to retain all revenues from the operation of the Project. Neither the Corporation nor the City expect that the Project will produce significant net revenues to be accumulated by the Corporation. Any such revenues, if and when realized, are expected to be applied to the repair, maintenance or improvement of the Project. The Project provides and is expected to provide facilities for sporting events (including professional teams, if possible), cultural events, agricultural expositions, trade shows and conventions.

The Corporation is to be operated exclusively for charitable, educational, civic, social, cultural, athletic, scientific, agricultural or horticultural purposes and for the purposes of lessening the burdens of government. It has received a determination letter from the Internal Revenue Service recognizing it as an organization exempt from taxation under Section 501(a) of the Code qualified under Section 501(c)(3) of the Code. No part of the net earnings or other assets of the Corporation shall inure to the benefit of any director, officer, member, contributor or other private individual or entity having directly or indirectly any personal or private interests in the activities of the Corporation. The officers and directors of the Corporation serve without compensation and shall not be liable personally by reason of the issuance of the 2011 Bonds or execution of any documents in connection therewith.

The Corporation has the general corporate powers of a nonprofit corporation, including the power to acquire, own, hold, sell or otherwise dispose of and to mortgage or grant a security interest in or otherwise encumber real and personal properties of all kinds and to make all contracts and to incur all necessary liabilities which are appropriate to enable the Corporation to accomplish its purposes.

The officers and members of the Board of Directors of the Corporation consist of the following individuals, all of whom are residents of the City or Hall County:

[provide update, if needed]

<u>Name of Director/Officer</u>	<u>Positions Held</u>
Brian Hamilton	President/Director
George Wanitschke	Vice President/Director
Vince Dowding	Vice President/Director
Jim Cannon	Vice President/Director
John R. Brownell	Vice President/Director
Hugh Miner, Jr.	Secretary/Treasurer

The Corporation's sole member is Hall County Livestock Improvement Association ("Fonner Park"), a Nebraska nonprofit corporation and an organization exempt from taxation under Section 501(a) of the Code qualified under Section 501(c)(4) of the Code. Under the Bylaws of the Corporation, the Mayor of the City has the right to nominate one of the Directors of the Corporation. The other Directors are to be named by Fonner Park. All Directors must be approved by the Mayor and Council of the City and each Director may be removed by the City for cause, with the City having the right to designate a replacement Director in such case.

The 2011 Bonds are limited obligations of the Corporation, payable solely from the Payments due under the Agreement and not from any other assets or resources of the Corporation.

Fonner Park owns and operates a facility for agricultural exposition, including an annual horse racing meet. Fonner Park has no legal liability with respect to the 2011 Bonds. The Nebraska State Fair has moved to Grand Island and is currently held on premises owned by Fonner Park. Certain State Fair events take place in

the Project. Fonner Park may share certain personnel and other resources with the Corporation in connection with the Corporation's management of the Project under the Management Contract.

THE PROJECT

Proceeds of the 2011 Bonds will be applied to redeem the 2004 Bonds and to pay costs of issuance. Proceeds of the 2004 Bonds paid certain costs of constructing an agricultural exposition and events center (as previously described, the "Project"). The Project consists of an events and convention center, including a building containing 165,000 square feet of usable space. The Project is located on a tract of approximately 3.767 acres deeded by Fonner Park to the Corporation which is located on the grounds of Fonner Park's facility. Fonner Park has entered into a Parking Rights and Access Agreement with the Corporation and the City assuring both access and parking rights for the operation of the Project.

Certain equipment paid for by the Corporation from resources not related to the 2004 Bonds do not constitute a part of the Project and are and are to be the separate property of the Corporation. Additional equipment and improvements purchased or paid for by the Corporation from revenues of the Project shall not constitute a part of the Project and shall also be the separate property of the Corporation. The City has agreed to contribute amounts from an occupation tax on lodging to pay a portion of the operating expenses of the Project. Such tax is expected to produce approximately \$180,000 per year. The Project is not expected to generate significant revenues in excess of expenses.

SOURCES AND APPLICATIONS OF FUNDS

Following are the estimated sources and applications of funds:

Sources of Funds

Proceeds of 2011 Bonds
Contribution from City debt service funds
Total Sources of Funds

Applications of Funds

Redemption of 2004 Bonds
Issuance Expenses (including
Underwriter's discount)
Total Applications of Funds

DEBT SERVICE ON 2011 BONDS

The following table shows the debt service on the 2011 Bonds. It is based upon the maturity schedule and interest rates shown on the cover page of this Official Statement.

Fiscal Year Ending <u>September 30</u>	<u>Principal</u> *	<u>Interest</u>	<u>Total Payment</u>
2012	\$70,000		
2013	395,000		
2014	400,000		
2015	405,000		
2016	410,000		
2017	415,000		
2018	425,000		
2019	430,000		
2020	440,000		
2021	450,000		
2022	465,000		
2023	480,000		
2024	495,000		
2025	<u>515,000</u>		
Totals	<u>\$5,795,000</u>		

FINANCIAL STATEMENT (January 1, 2011) [Ameritas to update]

City of Grand Island, Nebraska

Taxable Valuation (2010)	\$2,395,497,486
General Obligation Debt ⁽¹⁾	4,055,000
Public Safety Tax Anticipation Refunding Bonds, Series 2011 ⁽²⁾	5,535,000
Lease Purchase Debt	
Grand Island Fac Corp Refunding Building Bonds (Library Project)	3,795,000
Fonner Park Exposition and Events Center Refunding Bldg. Bonds (Heartland Events Center Project) (this issue)	5,795,000
Lease Purchase Agreement dated as of July 1, 2009 (State Fair Project)	4,238,298
Ratio of Direct Debt to Taxable Valuation ⁽¹⁾	0.98%
Direct, Overlapping and Underlying G.O. Debt ⁽¹⁾	\$79,501,359
Ratio of Direct, Overlapping and Underlying Debt to Taxable Valuation ⁽¹⁾	3.31%
Population (2010 Census)	46,861

Revenue Debt⁽³⁾

Electric System Revenue Bonds, Series 2001	\$ 29,915,000
Water Revenue Refunding Bonds, Series 1999	1,430,000
Sewer System Revenue and Refunding Bonds, Series 2003	6,215,000
Solid Waste Agency Revenue Refunding Bonds, Series 2004 ⁽⁴⁾	685,000

⁽¹⁾ Includes Solid Waste Agency Bonds.

⁽²⁾ Limited to 5 cents per \$100 of taxable valuation.

⁽³⁾ Not included are \$7,000,000 Solid Waste Disposal Facilities Revenue Bonds (Microgy Grand Island, LLC Project), Series 2008 (AMA) [??????]

* Preliminary, subject to change

- ⁽⁴⁾ Bonds are payable from user fees, but the City may be required to levy taxes for up to 100% of the debt service due.

In addition, the City has outstanding certain industrial development revenue bonds for which it has no pecuniary liability.

Overlapping Debt

Hall County

Taxable Valuation (2010)	\$3,743,458,683
General Obligation Bonds (Correctional Facilities)	20,530,000
(63.99% applicable to City)	13,137,147
Population (2010 Census)	58,607

Hall County Airport Authority

Taxable Valuation (2010)	\$3,743,458,683
Bonded Indebtedness	3,620,000
(63.99% applicable to City)	2,316,438

Hall County School District 0002

Taxable Valuation (2010)	\$2,486,056,518
General Obligation Bonds	33,140,000
Limited Tax Bonds	620,000
Build America Bonds	5,500,000
Certificates of Participation	<u>2,650,000</u>
Total	\$41,910,000
(96.36% applicable to City)	40,384,476

The City has annexed several areas which are responsible for a portion of certain school indebtedness. Such indebtedness includes \$3,480,000 General Obligation Bonds for Hall County School District 0082 and \$90,000 Refunding Bonds for the former Hall County School District 0003. Data concerning the valuation of property within the City which is responsible for this indebtedness is not readily available.

Total General Obligation Debt Service

The following table shows the debt service due on the City's outstanding general obligation and lease purchase bonded indebtedness. It does not include any payments for this issue nor any payments due under a City Service Agreement with the Grand Island Area Solid Waste Agency which relate to \$685,000 of revenue bonds outstanding issued by such agency. Such bonds are expected to be paid from user fees but the City may be required to levy taxes for up to 100% of debt service due, which is approximately \$360,000 in each year through 2012.

[Ameritas, please verify this table. Does it include debt service on the 2004 Bonds for Heartland?]

<u>Fiscal Year</u> <u>Ending Sept. 30,</u>	<u>Total</u> <u>Debt Service</u>	<u>Fiscal Year</u> <u>Ending Sept. 30,</u>	<u>Total</u> <u>Debt Service</u>
2011	\$ 2,512,678.25	2019	\$ 565,193.75
2012	2,867,712.50	2020	566,706.25
2013	2,866,198.75	2021	562,475.00
2014	2,857,832.50	2022	561,900.00
2015	2,851,720.00	2023	564,737.50
2016	2,583,478.75	2024	561,562.50
2017	1,755,362.50	2025	562,375.00
2018	1,767,213.75		

Future Borrowing Plans

The City expects to incur costs within the next two years for street and other capital improvements of approximately \$5,000,000, some of which may be financed through the issuance of the City's general obligation various purpose bonds or other bonds. The City also expects to create sewer and water improvement districts over the next several years which are currently expected to result in the issuance of an additional total of approximately \$1,000,000 annually of general obligation various purpose bonds. Initial consideration has been given by the City to increasing the Waste Water Treatment Plant's capacity to handle certain industrial waste. It is possible that additional sewer revenue bonds in an amount of approximately \$35,000,000 will be issued for such purposes in the next four years. The City is considering the installation of a uranium treatment system to address uranium levels in the water system and the estimated cost of \$3,000,000 will possibly be financed through bonds. The City is also considering refunding its Electric System Revenue Bonds, Series 2001, sometime in 2011. Potential regulatory impacts on the electric utility may result in the City issuing bonds beginning in 2012. The initial issuance may be approximately \$20,000,000.

Debt Limitations

Under Nebraska law, there is no general limitation on general obligation or revenue indebtedness.

Authority to Levy Property Taxes

The City's authority to levy and collect property taxes is limited to not more than 45¢ per \$100 of taxable valuation plus an additional 5¢ per \$100 to provide financing for the City's share of revenue required under interlocal agreements. (See "NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION".) The City's 2010/11 general fund tax levy for municipal purposes as described above is \$0.204855 on each \$100 of taxable value on all the taxable property within the City. Such levy limitations do not apply to the City's levy for bonded indebtedness approved according to law and secured by a levy on property.

City Budget Limitations

The Nebraska Legislature has enacted budget limitations applicable to certain prior, the current and following budget years. (See "NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION".)

THE CITY OF GRAND ISLAND GENERAL INFORMATION

Following is a description of the City of Grand Island and Hall County. An extract from the City's audited general purpose financial statements for the fiscal year ended September 30, 2010, is included in Appendix A to this Official Statement.

Location and Population

The City of Grand Island is the county seat of Hall County and is located along the Platte River in central Nebraska, 150 miles west of Omaha. Grand Island is the fourth largest city in Nebraska. It covers an area of approximately 21.9 square miles and had a 2010 population of 48,520. The boundaries of the City have expanded in recent years through annexation as fringe areas have been developed and been supplied with essential services. Set forth below are historical population statistics for Grand Island and Hall County:

<u>Year</u>	Grand Island		Hall County⁽¹⁾	
	<u>Population</u>⁽²⁾⁽³⁾	<u>%Growth</u>⁽³⁾	<u>Population</u>⁽²⁾⁽³⁾	<u>% Growth</u>⁽³⁾
1940	19,130	6.0	27,523	1.5
1950	22,682	18.6	32,186	16.9
1960	25,742	13.5	35,757	11.1
1970	32,358	25.7	42,851	19.8
1980	37,781	16.7	47,690	11.3
1990	39,487	4.3	48,925	2.6
2000	42,940	9.0	53,534	9.4
2010	48,520	13.0	58,607	9.5

⁽¹⁾Includes Grand Island.

⁽²⁾1940-2010 as reported by U.S. Census Bureau.

⁽³⁾Includes population added through annexation.

Government

The City of Grand Island is a municipal corporation and a city of the first class under Nebraska law. Effective December 11, 1978 its government was reorganized under the Mayor-Council plan. Under the Mayor-Council plan, the Mayor is elected from the City at large and two members of the City Council are elected from each of the City's five wards for terms of four years. A professional City Administrator is appointed by the Mayor and City Council to serve as the official responsible for general administration and departmental supervision.

Under the Mayor-Council plan, the Mayor has superintending control of all of the officers and affairs of the City. The Mayor does not have the right to vote at meetings of the City Council, except in the case of a tie vote, but does have the power to veto any ordinance passed by the City Council. An ordinance vetoed by the Mayor may be passed over his or her veto by a two-thirds vote of the City Council. To provide advice and operational support, the City Council employs a professional staff and a number of advisory boards and committees. In addition, the City shares responsibility for several functions, such as public health, emergency management and regional planning, with Hall County.

City Officials[Please update.]

Jay Vavricek Mayor
Bob Niemann Council Member
Scott Dugan Council Member
Linna Dee Donaldson Council Member
Larry Carney Council Member
John Gericke Council Member
Randy Gard..... Council Member
Peg Gilbert..... Council Member
Kirk Ramsey..... Council Member
Mitch Nickerson Council Member
Chuck Haase Council Member
Mary Lou Brown Interim City Adm/ Finance Director
RaNae Edwards..... City Clerk
Gary Mader..... Interim Public Works/Utilities Director
Terry Brown..... Interim Public Works Engineer
Robert Sivick City Attorney

City Employees

The City has 511 full-time employees and approximately 267 part-time seasonal employees. The payroll and related costs for the 2010 Fiscal Year was approximately \$35.5 million. The City's employees are represented by four unions covering general employees, police, fire and electrical workers. Approximately 378 employees are covered by collective bargaining agreements. The City is currently operating under negotiated collective bargaining agreements with all four of the unions.

City employees for the last several years total as follows:

<u>Year</u>	<u>Total Full Time</u>	<u>General Government</u>	<u>Electric, Water and Sewer Departments</u>
2010	511	347	164
2009	502	337	165
2008	500	337	163
2007	497	334	163
2006	497	335	162

The City Library has 11 part-time year-round positions not included above. All other part-time employee positions are seasonal, and related to parks and recreational activities.

Pension Liability

The City's responsibilities under certain defined benefit plans, defined contribution plans, nonqualified benefit plans and qualified deferred compensation plans are described in Note D to the City's Financial Statement shown in Appendix A to this Official Statement.

Education

The School District of Grand Island (Hall County School District 0002) operates the primary and secondary educational system. The School District has over recent years continually improved and modernized the facilities through the use of a building fund authorized by state statutes. Current enrollment is approximately 8,500 P-K/12th grade, exclusive of adult education and specialized programs. The School District, in conjunction with the Chamber of Commerce and Central Community College, are developing plans for a new Career Tech High School. There are two parochial schools within the City. Post-secondary educational opportunities are provided by Central Community College, a two-year college with an emphasis in vocational and technical education as well as programs for students who plan to transfer to a four year institution, Bellevue University, which offers accelerated programs for undergraduate degrees, and Doane College, housed at College Park, which offers undergraduate and graduate level degree courses.

Health Care

St. Francis Medical Center with 163 licensed beds (not including 36 beds in a nursing home-type unit) provides modern facilities serving the community and surrounding area. Saint Francis sees nearly 8,000 inpatients each year. A nine-story patient tower was completed in 2007 at a cost of \$60 million. A medical office complex located adjacent to the hospital has approximately 150 doctors, dentists and other medical specialists available to meet health manpower needs. Grand Island is also home to the VA Nebraska-Western Iowa Health Care System and the Grand Island Veterans Home (state nursing home). The City provides ambulance service with advanced life systems and fully qualified paramedics. Emergency responders are able to respond in an average of five minutes anywhere in the city.

Communications

The Grand Island Daily Independent offers daily newspaper service. A weekly advertising newspaper serves a regional area. There are five television stations and thirteen radio stations within a forty-mile radius of the City. Cable television service is offered within the City.

Recreational Facilities

The public park system consists of eighteen regional parks and twelve neighborhood parks each offering a variety of facilities throughout the 700 acres they encompass. A seven-acre water park comprised of a wave pool, four 150 to 170-foot water slides and numerous water-based play features are the flagship of the City's aquatics facilities. The City also provides one traditional swimming pool. Other recreational facilities include the Community field house that offers indoor soccer, basketball, volleyball, flag football, baseball/softball training, batting cages and a children's playground. For the shooting enthusiast trap, skeet and sporting clay ranges, 50 yard through 600 yard rifle/pistol ranges and an 11 pad campground have been developed at the former Cornhusker Army Ammunition Plant site on land owned by the City. Additionally, an eighteen hole, par seventy-two championship golf course is provided for the public to enjoy. The recreation division offers a full slate of activities including basketball, volleyball, soccer, tennis and flag football leagues, a summer playground program, swimming lessons, children's theater and many other recreational activities that are offered throughout the year. Fonner Park provides pari-mutuel horse racing, the County Fair, livestock shows and special events. The Project described herein is adjacent to the racetrack. Husker Harvest Days, a major agricultural exposition, is located on a permanent site west of the City. The YMCA-YWCA Complex has a variety of recreational programs, and the adjacent Grand Generation Center is the focal point of Grand Island's senior citizen programs. Under the terms of LB 1116 enacted in 2008, the Nebraska State Fair was transferred from Lincoln, Nebraska, to a \$40 million home in Fonner Park in Grand Island. Under LB 1116, a contribution to the costs in the amount of \$8,500,000 was required to be made by or on behalf of the City. Of that

contribution, \$5,062,500 in original principal amount was provided by lease purchase financing (see “FINANCIAL STATEMENT” above).

Cultural Facilities

The Grand Island Public Library, operating out of the Edith Abbott Memorial Library, located at 211 North Washington, provides access to services and resources to meet the informational, recreational and educational needs of the community. The library serves as a community meeting place and houses a variety of cultural exhibits, including a month-long Sheldon Memorial Art Gallery statewide touring exhibition. The Stuhr Museum of the Prairie Pioneer is a publicly owned museum located on a 267-acre complex south of the City, and offers a year-round exhibition of the area’s cultural heritage. The City of Grand Island operates a well attended summer concert series. One professional and one volunteer group offer access to theater productions. There are 42 churches representing 31 denominations available to the residents of the City.

ECONOMIC ACTIVITY

Business and Industry

There are approximately 75 manufacturing plants in Grand Island and Hall County, producing a variety of products on various scales of operation. The City’s industry is principally related to agri-business, irrigation and agricultural equipment.

The following are the principal employers in the area:

[Update, if appropriate.]

<u>Firm</u>	<u>Principal Products</u>	<u>Employees</u>
Swift & Co.	Cattle Slaughter and Boxed Beef	3,300
Chief Industries	Metal Buildings/Diversified Products	1,641
St. Francis Med Center	Hospital	1,300
Case IH	Agricultural Machinery	1,100
Grand Island Schools	Education	1,050
Principal Financial Group	Insurance and Financial Services	650
Cabela’s Call Center	Retail	550
McCain Foods, USA	Food Processor	546
City of Grand Island	Government	511
Skagway Dept. Stores	Retailer (with Grocery and Clothing)	449

Source: Grand Island Economic Development Corporation

Agricultural Activity

The City’s strong agri-business orientation is due to its location in the center of a leading area in agricultural production. Much of the farm acreage in the Grand Island area is irrigated. In Hall County alone, as of 2007, there were approximately 608 farms, with over 328,000 acres. The average size of farm was 540 acres in 2007 compared to 531 acres in 2002.

Source: USDA, National Agricultural Statistics Service, 2007 Census of Agriculture - County Data.

Commercial Activity

Grand Island is the third largest retail center in Nebraska and continues to grow in serving as a regional trade center. The Chamber of Commerce estimates the retail service area for Grand Island serves a primary trade area of approximately 84,000 people and a secondary trade area of approximately 184,000 people. Set forth below are retail sales statistics (not including motor vehicle) for Hall County and Grand Island in recent years:

<u>Year</u>	<u>Hall County Net Taxable Sales</u>	<u>Grand Island Net Taxable Sales</u>
1999	\$649,203,719	\$626,373,006
2000	683,125,343	658,581,800
2001	692,261,539	669,713,884
2002	716,350,394	692,018,388
2003	754,750,744	728,386,394
2004	808,032,540	774,432,460
2005	831,862,115	796,486,442
2006	860,630,760	827,001,188
2007	917,314,709	878,265,159
2008	923,152,185	891,470,251
2009	885,019,667	854,208,792
2010	935,382,645	884,652,896

Source: Nebraska Department of Revenue

With the relocation of the Nebraska State Fair to Grand Island in 2010 and the resulting development of 360,000 square feet in exhibit buildings plus a 60,000 square foot, air-conditioned arena, Grand Island has over 875,000 square feet of meeting, exhibit and trade show space. Over 309,000 people attended the inaugural Nebraska State Fair in Grand Island in August 2010.

Financial Institutions

There are seventeen banks, credit unions and savings and loan offices in Grand Island.

Transportation

Grand Island's transportation facilities are a contributing factor in the continued growth of the City. Grand Island is a thoroughfare for Union Pacific and Burlington Northern-Santa Fe railroads, with daily freight service to commercial and industrial locations. Highway access to the city is from Interstate 80, one of the country's main east/west arteries, as well as U.S. Highways 2, 30, 34, and 281. Central Nebraska Regional Airport provides daily inbound and outbound flights to Denver and scheduled nonstop service to Phoenix/Mesa, Arizona and Las Vegas, Nevada. The airport also has facilities for air freight and private aircraft services. A taxi firm provides 24-hour service, seven days a week. The 124th Air Cavalry Squadron's Chinook Helicopter Base is located just east of the airport and serves over 225 cavalry and aviation maintenance National Guard soldiers.

Personal Income

Set forth below are personal income statistics for Hall County in recent years as reported by the Nebraska Department of Economic Development:

<u>Year</u>	<u>Personal Income</u> (000s)	<u>Per Capita</u>
2002	\$1,560,188	\$29,115
2003	1,639,962	30,457
2004	1,656,292	30,575
2005	1,712,659	31,577
2006	1,819,573	33,177
2007	1,968,288	35,538
2008	2,064,814	36,617
2009	2,061,992	35,869

Source: Dept. of Economic Development, Nebraska Databook

Employment

The State of Nebraska Department of Labor, reports the following labor force data for Hall County for selected years:

<u>Year</u>	<u>Labor Force</u>	<u>Employment</u>	<u>Unemployment Rate</u>
2004	30,177	28,711	4.9%
2005	30,134	28,962	3.9
2006	30,471	29,528	3.1
2007	31,047	30,195	2.7
2008	31,864	30,877	3.1
2009	31,735	30,374	4.3
2010	31,851	30,435	4.4

Source: U.S. Dept. of Labor

Housing and Construction

The records of the City Building Inspector indicate the value of permits issued within the city limits as follows:

<u>Year</u>	<u>Value of Permits</u>
2000	\$ 51,634,831
2001	30,459,985
2002	53,887,117
2003	61,446,610
2004	83,105,505
2005	127,003,533
2006	103,464,757
2007	81,966,767
2008	54,450,637
2009	98,809,758
2010	62,612,423

TAX BASE DATA

Tax Valuation

The value of property subject to tax levy for recent years is set forth below for Grand Island and Hall County:

<u>Year</u>	<u>Grand Island Tax Valuation</u>	<u>Hall County Tax Valuation</u>
2006	2,187,011,870	3,241,291,404
2007	2,215,765,896	3,295,049,182
2008	2,284,748,540	3,400,769,712
2009	2,351,143,887	3,586,849,309
2010	2,395,497,486	3,743,458,683

Tax Levy History

The following is the amount levied against City of Grand Island valuation for recent past years in dollars per hundred of taxable valuation:

<u>Fiscal Year</u>	<u>City of Grand Island</u>	<u>School District</u>	<u>Hall County</u>	<u>Other Units⁽¹⁾</u>	<u>Total All Units</u>
2004	\$0.3475	\$1.2033	\$0.3861	\$0.1545	\$2.0914
2005	0.3050	1.2309	0.3844	0.1533	2.0736
2006	0.2895	1.2103	0.4233	0.1544	2.0775
2007	0.2843	1.2102	0.4229	0.1806	2.0980
2008	0.2905	1.1977	0.4209	0.1935	2.1026
2009	0.3085	1.1977	0.4303	0.1891	2.1256
2010	0.3092	1.2013	0.4310	0.2008	2.1423

⁽¹⁾ Other units levying property tax include Hall County Airport Authority, Central Community College, Central Platte Natural Resources District, Educational Service Unit #10 and Hall County Agricultural Society.

Tax Collection History

The fiscal year of the City begins October 1 and ends September 30. Taxes are levied in September based upon a valuation as of the preceding January 1. First installments of real estate taxes are due the following May 1, second installment due September 1; personal property taxes are due May 1 and September 1. Delinquent taxes bear 14% interest. The figures below include interest and penalties. Property taxes collected on the City levy for the most recent years are as follows:

<u>Fiscal Year</u>	<u>Tax Revenues Budgeted/Levied</u>	<u>Tax Revenues Received</u>	<u>% Received</u>
2010/11	\$ 6,527,730	n/a	n/a
2009/10	6,406,867	\$ 6,049,940	94.4
2008/09	5,711,871	5,509,992	96.4
2007/08	5,280,591	5,283,668	100.1
2006/07	5,212,064	5,533,200	106.2

Source: The City

Sales Tax

The City is currently levying a one and one-half percent (1 ½%) sales tax under the Local Option Revenue Act. Such tax is expected to produce approximately \$12,800,000 in revenue per year. Such tax

in the amount of 1 percent was approved by the voters of the City in 1990. An additional sales tax of one-half percent (½%) was approved by voters of the City on May 11, 2004, and became effective October 1, 2004. Receipts from such additional 1/2% sales tax are to be used to pay for the fire station, the fire training center and the library as well as property tax relief. To the extent that amounts are applied from such additional sales tax to property tax relief, the City's requirements for its general fund levy will be reduced. Both the original approved levy and the additional levy are not limited as to their duration.

The following table shows receipts from sales taxes by the City for the past five years.

<u>Fiscal Year Ended September 30,</u>	<u>Amount Received</u>
2010	\$13,164,277
2009	13,463,354
2008	13,455,339
2007	13,010,633
2006	12,743,184

Special Assessments

Collection data for special assessments, including interest, for the five-year period are shown below. Special assessments have been levied to pay a portion of the cost of certain sidewalk, sewer, water and street improvement projects.

<u>Year</u>	<u>Amount Collected Through Sept. 30</u>	<u>Principal Amount Outstanding Sept. 30</u>
2010	\$ 1,574,191	\$ 2,061,094
2009	2,060,408	2,540,815
2008	3,079,908	2,891,141
2007	1,212,643	3,578,919
2006	1,499,255	3,926,287

Largest Taxpayers

Listed below are the largest taxpayers in the City of Grand Island as reported by the County Assessor.

<u>Taxpayer</u>	<u>Type of Business</u>	<u>2010 Taxable Valuation</u>	<u>% of Total</u>
Wal-Mart Real Estate	Retail Store	\$ 25,435,848	1.06%
New Holland	Agricultural Machinery	23,868,532	1.00
Conestoga Mall	Shopping Center	22,962,348	0.96
Markets/Cellco Ptnrshp	Communications	21,269,698*	0.89
Union Pacific	Railroad	18,163,039*	0.76
ConAgra Beef	Cattle Slaughter/Boxed Beef	16,153,913	0.67
CNH America LLC	Agricultural Equipment	14,262,672**	0.60
Individual Taxpayer	n/a	8,997,022	0.38
HV Grand Island Portfolio	Hy-Vee	8,423,873	0.35
MidCountry Trading LLC	Strip Mall	8,143,968	0.34

*Real Estate and Personal Property

**Personal property only

Note: New Holland and CNH America are the same company; one real estate and one personal property.

General Fund Expenditure by Function

Set forth below are data concerning general fund expenditures for the City for its last five fiscal years:

<u>Fiscal Year</u>	<u>General Government</u>	<u>Public Safety</u>	<u>Public Works</u>	<u>Health & Welfare⁽¹⁾</u>	<u>Culture- Recreations</u>	<u>Totals</u>
2010	3,514,789	17,885,245	5,919,755	2,342,320	9,719,904	39,382,013
2009	3,490,203	15,988,725	6,160,083	2,349,595	5,098,787	33,087,394
2008	3,392,738	15,972,574	5,453,641	2,511,088	5,250,795	32,580,836
2007	3,187,848	14,642,988	4,822,962	2,135,968	5,101,265	29,891,031
2006	3,475,479	14,479,681	5,900,489	2,020,382	4,213,749	30,089,780

⁽¹⁾Include, Cemetery and Library.

General Fund Revenues by Source

Set forth below are data concerning general fund revenues for the City for its last five fiscal years:

<u>Fiscal Year</u>	<u>Taxes</u>	<u>Licenses & Permits</u>	<u>Intergovt. Revenues</u>	<u>Charges For Services</u>	<u>Misc.</u>	<u>Totals</u>
2010	21,969,056	527,800	3,071,114	4,020,997	1,125,553	30,714,520
2009	21,365,609	703,648	3,053,826	3,861,954	6,590,843	35,575,880
2008	19,960,964	465,437	2,962,713	3,624,033	1,892,107	28,905,254
2007	19,135,128	530,409	2,468,669	3,392,030	2,403,636	27,929,872
2006	19,347,513	571,901	2,528,984	3,426,967	1,764,082	27,639,447

Utilities

The City owns and operates the electric, water and sanitary sewer systems. A 100 MW coal-fired electric plant was completed in 1982, with an additional 107 MW available from oil and gas fired plants. The acquisition of two 40-megawatt combustion turbines, financed from the proceeds of \$51.5 million of Series 2001 Electric Revenue Bonds added 80 MW of system capacity. Major improvements to each of the city-owned utility systems are made on a regular annual basis through commitment of a portion of revenue to a planned capital program. Northwestern Public Service Company provides natural gas service and Qwest Communications and Verizon operate communication systems.

The Electric System

The City of Grand Island, Nebraska, Electric Department is owned by the City of Grand Island, Nebraska. The City Council has the authority to determine, fix, and alter rates charged by the Electric System and to authorize expenditures. The City's Electric System now serves an area approximately 82 square miles composed of nearly 26 square miles of the City and certain areas adjacent to the City within Hall County and a small portion of Merrick County. The Department currently has generation capacity of approximately 273 MW from coal-fired and gas/oil-fired electric generating stations. The peak load during the current fiscal year of the Department, was approximately 166.1 MW in August of 2010. The Department is party to an agreement with the Department of Energy (DOE) pursuant to which the Department may purchase up to 9,153 KW of power to be transmitted through DOE and Nebraska Public Power District (NPPD) facilities. Such power is sold to the Department at standard DOE wholesale firm power service rates. The agreement expires in 2020. The City has entered into a participation power purchase agreement with Omaha Public Power District for the supply of 33 MW from a new coal-fired plant built in Nebraska City, Nebraska. This plant was completed in 2009. Additionally, Grand Island and four other regional public electric utilities are members, under a Nebraska Interlocal Agreement, of the Public Power Generation Agency. The purpose of this group is to construct a 220 MW coal-fired

steam generating facility near Hastings, Nebraska, known as Whelan Energy Center Unit #2. Grand Island has committed to a 15 MW participation level from this plant with an anticipated operational date of 2011. Power purchase terms for both of these arrangements will require payments from the City's electric system revenues for capital costs related to the purchased power. OPPD issued \$112,000,000 of separate system bonds in 2005, \$125,000,000 in 2006 and \$21,000,000 in 2008. PPGA issued revenue bonds totaling approximately \$718,000,000. Of this amount, approximately \$505,000,000 was issued in 2007 and \$213,000,000 in 2009.

The Sewer System

The City issued sewer system revenue bonds in April 1994, proceeds of which were used to pay costs of a waste water treatment plant expansion. The plant additions were constructed to enable the City to treat projected flow requirements through the year 2005 and to meet new regulations on effluent and sludge. The improvements increased capacity from 11.3 million gallons per day to 18.1 million gallons per day of peak month flow and from 18,150 pounds per day to 30,850 pounds per day biochemical oxygen demand. The cost of said improvements totaled approximately \$14.7 million.

Subsequent improvements included the construction of a major interceptor line needed to serve a large area identified in the Comprehensive Plan as the West Basin. This line provides service to a rapidly growing area in the northwest portion of Grand Island.

Improvements funded from proceeds of the City's Sewer System Revenue and Refunding Bonds, Series 2003, as to their portion received as new borrowing rather than refinancing, were applied to improvements to the sewer plant, certain sewer lines, engineering costs, fees of consultants and other extensions and improvements to the sewer system at a cost of approximately \$3.15 million.

The City provides sewer service to most of the area within its corporate limits and a small number of customers outside the City limits. The Sewer System currently services 15,371 residential, commercial, interdepartmental and industrial customers. Large industrial customers include JBS, McCain Foods and Case New Holland, all of which are served subject to the City's discharge permit conditions and requirements in accordance with Chapter 30 of the Grand Island City Code. The number of customers served by the Sewer System is approximately 98% of the total customers served by the City's water system.

Wastewater Collection and Transmission

The City's wastewater collection system consists of approximately 200 miles of sewer lines, including 195 miles of gravity sewer and 5 miles of force mains. The collection system also includes fifteen lift stations. Wastewater is conveyed to the Wastewater Treatment Plant ("WWTP") for treatment.

In 1988, the Department of Public Works began a program to survey all the sewer lines with closed-circuit television over a twenty-year period to evaluate the condition of the wastewater collection system. At the same time, a collection system repair program was started to repair structural defects. In 2009 a sewer condition assessment was performed by the engineering firm CH2M Hill. This inspection was aided by the city's wastewater camera crew which televised and recorded a total of 42,000 feet (approximately 8 miles) of pipe. This pipe ranges from 27-inches to 36-inches in diameter and has been in service for 40 to 44 years. A rating system was set up using a lettering system from A-F; with "A" being excellent condition and "F" grade representing emanate failure. The north interceptor piping corridor was found to be 100% grade "F" condition. Therefore this has become a priority for the City of Grand Island. Although the collection system maintenance is regularly performed, the determining factors were the age, and materials of pipe construction in the decline of this infrastructure.

Sewer lines fifteen inches and less in diameter are routinely flushed on an annual basis. Maintenance activities are tracked by a Wastewater Collection Management System computer program. The program compiles flushing history, backup history and TV inspection history and generates work orders. During 2010 a prioritization program to determine where the problem areas that needed greater attention was finalized: these areas were identified and put on a more aggressive schedule.

The fifteen collection system lift stations are connected to a display panel in the WWTP control room. The display gives high-level and loss-of-power alarms. The lift stations are visited and checked twice each week to ensure proper operation and personnel are on call twenty-four hours per day for both collection system and lift station failures.

Wastewater Treatment Plant

All wastewater in the City's service area, including that received from large users, is treated at the Grand Island Wastewater Treatment Plant. The WWTP is located approximately two miles east of the City of Grand Island. The WWTP was originally constructed in 1964 and was upgraded in 1977. The upgraded plant has a peak-month design capacity of 10.0 mgd of raw wastewater, plus 1.3 mgd of wastewater from JBS. The plant was upgraded again in 1995 to a peak-month design capacity of 18.1 mgd.

Prior to the 1994-1995 expansion project, the WWTP was at or near its treatment capacity. A comprehensive wastewater management plan, based on a twenty-year planning period, was completed by the City in November 1992 (the "Facilities Plan"). The recommendations in the Facilities Plan called for expansion of the existing WWTP to provide adequate treatment for the increasing flows and loadings entering the plant and to provide the necessary level of treatment to meet new regulations for effluent limitations and new sludge regulations. This expansion was completed December 31, 1995.

In 2010, the primary clarifier mechanism replacement project was completed. This project consisted of replacing the mechanisms, bridge, and concrete repair work on both the clarifiers and the grit chambers. Paint and coatings were also applied to areas that are contacted by water.

The Water System

The City's Water System depends on multiple sources of supply: the Platte River well field located two miles south of the City, high pressure wells located within the City limits and 10 wells dedicated to serve the power plants. The system consists of such wells and a system of transmission lines and storage reservoirs. The Platte River well field is composed of 21 concrete or steel cased wells. The field covers 1,323.95 acres. The anticipated capacity for the Platte River well field is 36 wells, each with a pumping capacity of 1,500 gallons per minute. Wells at the well field discharge to a collection system terminating at a 225,000 gallon capacity collection basin. Pumps at the Platte River pumping station forward water through two 30-inch diameter transmission lines to 3 storage reservoirs located within the City. The Platte River well field can also supply cooling water for use by the City's electric power plants. The Platte River well field, the wells inside the City and the power plant wells draw on an aquifer which is approximately 100 to 200 feet deep. The water obtained is treated for corrosiveness reduction and is chlorinated. The Burdick reservoir has a 3 million gallon capacity and is a ground level reservoir. The Pine Street Pumping Station reservoir has a total capacity of 3.5 million gallons. The Rogers Reservoirs and Pump Station have a storage capacity of 6 million gallons. There are presently 5 high pressure wells. These wells take water from the aquifer and pump it directly into the distribution system, at system pressure.

In recent years, the nitrate levels in certain areas of the in-city wells have increased and various volatile organic compounds have been detected at unacceptable levels. The City has discontinued the use of several wells since 1971. It is expected that in-city wells may continue to experience deterioration related

to water quality because of nitrates and other contaminants. Over the past few years, however, nitrate levels in remaining wells appear to have stabilized or are trending downward. Levels of uranium, a naturally occurring element, have been approaching the Maximum Containment Level established by the Environmental Protection Agency. Detailed investigations are being undertaken to determine uranium removal methods and evaluate those best suited for the Grand Island system.

The combined total capacity for all of the City's wells is approximately 56 million gallons per day. The City has experienced a peak demand of 44.04 million gallons per day. The City's average pumpage is approximately 12.9 million gallons per day.

The existing distribution network is comprised of water mains ranging in size from 4 inches through 24 inches in diameter. The large mains interconnect the three high service pump stations and extend throughout the distribution network. Networks of intermediate size mains are connected to these transmission mains with grids of 4, 6, 8, 10, 12, 14 and 16 inch diameter mains within such networks.

The Water System presently serves 15,635 metered customers as of December 31, 2010.

Solid Waste Disposal Services

The City's solid waste disposal system serves approximately 17,500 residential and commercial customers. Under City ordinance both residential and commercial generators of waste must utilize the City's waste disposal services. Rates for hauling within the City are set by the respective independent haulers. Current residential rates are \$16.34 per month for once a week pick up. Commercial service charges are negotiated by customer and hauler and vary depending upon size of container and number of weekly pickups required. The City, as manager for the Grand Island Area Solid Waste Agency, currently charges tipping fees of \$29.85 per ton for waste. The Grand Island Area Solid Waste Agency owns and operates the facility used for solid waste disposal. The City has entered into a service agreement with the Agency which requires the City to make payments to retire the Agency's outstanding bonds to the extent not paid from revenues. Such bonds are currently expected to be retired from revenues without any payment for such purposes being required to be made by the City.

ENVIRONMENTAL MATTERS

The City and its utilities are subject to extensive and evolving environmental laws and regulations enacted in response to growing public concern over environmental issues. These laws and regulations are, in general, administered and enforced by the United States Environmental Protection Agency ("EPA"), the Nebraska Department of Environmental Quality ("NDEQ"), the Nebraska Department of Health and Human Services ("DHHS"), and other agencies discussed below .

The primary legislative measures impacting the City's Water System are the federal and Nebraska Safe Drinking Water Acts. Under these laws municipal water supply systems are required to conduct periodic testing of source water and tap water to determine compliance with national drinking water standards for contaminants that may have an adverse effect on the health of persons. Regulations adopted under these laws also establish standards for the design, construction and operation of municipal water systems.

Grand Island disinfects and adds a corrosion reducing agent but does not filter or treat municipal water prior to distribution. The City's Platte River Well Field provides over 95% of the municipal water supply, while the remainder is produced by older standby supply wells distributed throughout the City. The municipal water is believed to meet current EPA and DHHS regulatory standards. Variable concentrations of naturally occurring uranium have been detected in well water at the Platte River Well Field. During periods of peak usage, the uranium concentration levels at certain wells are approaching the more stringent regulatory limitations for uranium recently established by the EPA. In order to

maintain a margin of safety, the City's engineers have proposed, and City staff has recommended a phased response. The initial step entails construction of a treatment facility designed to remove all uranium from the water produced by three of the Platte River wells showing the highest uranium concentrations. This treated water would then be blended with untreated water from the remaining eighteen Platte River wells to lower overall levels of uranium. Capital construction costs for this initial phase are estimated to exceed \$3 million with annual operating costs estimated to exceed \$1 million. If uranium treatment is implemented for all water produced at the Platte River Well Field, total capital construction costs are estimated to exceed \$18 million, and annual operating costs are estimated to be in excess of \$2 million. Substantial water rate increases will be necessary to fund such treatment costs and any bond issue necessary to fund capital construction costs.

The federal Clean Water Act ("CWA") is the primary legislation impacting Grand Island's wastewater and storm water systems. The EPA has delegated responsibility to the NDEQ for issuance of National Pollutant Discharge Elimination System ("NPDES") permits that are required for the operation of the City's Wastewater Treatment Plant ("WWTP") and the discharge of water. The NPDES permit for the WWTP was renewed in 2008 with heightened restrictions and conditions on the effluent. The City undertook an engineering study to determine WWTP upgrades necessary to continue to comply with the NPDES permit. This study was impacted by the recent implementation of an enhanced wastewater pretreatment system at a local meat processing facility, the largest customer of the WWTP. If the meat processor's pretreatment system proves effective, it will reduce the load on the WWTP while also reducing revenues received from the meat processor. The need for and nature of modifications to the WWTP must be determined in light of the pretreatment system operation. No reliable estimates of costs for WWTP modifications or upgrades can be made at this time. Any modifications or improvements will be financed, at least in part, from funds on hand and, if necessary, from an anticipated bond issue to be paid from user fees.

The City also operates storm sewers and discharges storm water at numerous locations involving several watercourses. NDEQ issued the City an NPDES storm water permit in 2006. The costs of implementing the City's storm water permit requirements during the initial five-year term are estimated to be in excess of \$100,000 per year. Substantial increases in the annual cost of compliance are anticipated upon renewal of this NPDES permit, including possible requirements for retention or treatment of storm water.

The primary environmental legislative measure impacting the City's Electric System is the federal Clean Air Act ("CAA"). The legislation and implementing regulations impose monitoring requirements as well as permitting requirements with limitations on airborne emissions. Continuous emission monitoring equipment has been installed and updated at the Platte Generating Station (coal fired) and at the Burdick Station Unit No. 3 (natural gas/fuel oil fired). The required NDEQ Title V CAA air emission permits for Platte and Burdick Stations are in effect, and operations are believed to comply with all current permit and regulatory requirements. Annual Title V emission fees paid to NDEQ exceed \$50,000.

In response to pending EPA CAA regulatory actions to limit mercury emissions from power plants, the City engaged the Black and Veatch engineering firm to design improvements to Platte River Generating Station. This work has been placed on hold to await EPA's final rule adoption, now scheduled for late 2011. The total cost of this project is estimated to exceed \$34 million and will be financed through a bond issue to be paid from Electric System revenues.

The Electric system is also impacted by recently adopted and currently pending EPA and NDEQ regulations governing "greenhouse" gas emissions, including carbon dioxide. Additional monitoring equipment has been installed and procedures have been implemented at the Platte and Burdick Stations to comply with new "greenhouse" emissions reporting requirements. Depending on the results of emissions monitoring and on whether or when any CAA permit modifications are needed, as well as the

outcome of the regulatory process, the City may be required to implement “best achievable control technology” for the reduction of “greenhouse” gas emissions by the Electric System. Such technology could involve significant capital expenditures, increased operating costs, and reduced production capabilities. Due to regulatory uncertainty, neither cost estimates nor compliance timeframes are available at this time.

The City has entered into power purchase agreements with Omaha Public Power District with respect to its Nebraska City Unit 2 and with Public Power Generation Agency (an interlocal cooperation agency) with respect to its Whelan Energy Center Unit 2 (located near Hastings, Nebraska), both of which use coal to generate electrical power and may be similarly impacted by CAA requirements related to “greenhouse” gases. To the extent that these requirements or other regulatory measures impose significant additional costs, it is likely that such expenses will be passed on to the City and its customer base.

The federal CWA and the NPDES regulations also impact the Electric System. The City holds an NPDES permit for the discharge of condenser cooling water from Burdick Station Units #1 and #2. This permit requires testing the temperature, pH, flow and chlorine. A second NPDES permit is held for discharge of waters from the cooling tower associated with Burdick Station Unit #3. It requires monitoring for temperature, pH, chromium, zinc, flow and chlorine. The City holds three NPDES permits for the Platte Generating Station. Process waters from this plant are collected in an on-site retention pond prior to discharge from the plant site. The NPDES permit for this discharge requires testing for temperature, pH, suspended solids, oil and grease, chromium, copper, zinc, chlorine and flow. A second permit is held for storm water run-off that requires testing for biological oxygen demand (BOD). A third permit is held for the fly ash storage area that requires testing for pH, suspended solids, oil and grease, copper, iron and flow. All testing required by these permits is conducted by utility staff at the laboratories at the power plants. Periodic reports are made, as required by the permits, to NDEQ. The Electric System has not experienced any material difficulties in meeting the conditions of these permits.

Coal ash produced at the Platte Generating Station is either disposed in an on-site licensed landfill or sold for use in production of materials such as concrete and asphalt. This ash is regularly analyzed for heavy metals in accordance with the procedures established by the EPA Toxicity test and has not indicated significant concentration levels. The area of the on-site landfill is approximately 49 acres and was constructed with a two foot liner of clay and bentonite. The permit for the coal ash landfill was renewed by NDEQ. Routine inspections by NDEQ have confirmed the operation to be within established guidelines and have found no major violations. The permit renewal required the construction and regular testing of monitoring wells to assess any impact on groundwater. Such installation has been completed.

The Platte Generating Station utilizes coolant water pumped from three on-site wells, each of which is capable of meeting the Station’s needs. In addition a supply of cooling water can be obtained from the City’s Platte River Well Field which connects to the Platte Generating Station through a 30-inch transmission line. At Burdick Station, ten wells located on the plant site are capable of providing approximately 50% of the cooling water requirements for full load. The remaining water is supplied from the City’s Platte River Well Field. The substantial water-pumping requirement for Burdick Station is due to the two older units that utilize once-through condenser cooling. These units were completed in 1956 and 1963, respectively, and represent 38.5 MW (18.6%) of the Electric System’s generation capacity. The 54 MW Burdick #3 unit, utilizes a more water efficient cooling tower. The combustion turbine utilizes a closed system for cooling.

The City’s Electric and Water System operations are also impacted by LB 962, legislation adopted and approved in 2004 and amended by LB 1226 in 2006 by LB 483 in 2011. In areas designated as fully

appropriated or over-appropriated, LB 962 requires the local natural resources district ("NRD"), in cooperation with the Department of Natural Resources ("DNR") to develop and implement an Integrated Ground Water Management Plan ("Management Plan") to conserve and protect ground water supplies and to resolve conflicts between ground water users and surface water appropriators arising from water shortages. Management Plan controls may include allocations of the amount of ground water that may be withdrawn by ground water users, prohibitions on the construction of new wells, and prohibitions on the withdrawal and transport of ground water for use on property other than where the well is located. The City and its well field are located in an area that has been determined to be fully appropriated. In response, the NRD has adopted rules and regulations prohibiting new wells and expanded uses of ground water. LB 1226 establishes a minimum ground water allocation for the City's governmental, domestic, commercial and industrial uses (including power generation) plus a per capita allowance which is believed to be adequate for the City's needs.

The City has owned and closed sanitary landfills and continues and expects to continue using a landfill. The primary legislative measures affecting landfills are the federal Resource Conservation and Recovery Act ("RCRA") and the Nebraska Integrated Solid Waste Management Act. To comply with these laws and the implementing regulations adopted by the EPA and the NDEQ, the City closed an existing landfill and commenced disposal at a newly constructed and licensed landfill on adjacent property. Construction of an earthen cover was completed at the former landfill. No groundwater monitoring is required at the former landfill site, and no groundwater contamination has been detected in the monitoring wells at the current landfill. The City's NDEQ landfill permit is currently pending renewal. All operations are believed to be in compliance with the provisions of the existing permit as well as the terms of the proposed renewal RCRA landfill permit. Consultants have determined that the landfill does not exceed current thresholds triggering "greenhouse" gas monitoring requirements, but the impact of pending CAA regulations on the landfill cannot be determined at this time. Operations and expansion are expected to be financed through cash flow for the foreseeable future. The City is not currently aware of any post closure expenditure that will be required for any previously closed landfill.

Under the Nebraska Petroleum Release Remedial Action Act, owners of underground petroleum storage tanks and underground piping for storage tanks which have leaked are responsible for remediation. With respect to the Burdick Station, the City discovered a significant leakage from underground piping for a fuel oil storage tank. The City has undertaken investigation and has installed a force phase petroleum removal system that has been operational since 1992. The City received financial assistance from NDEQ towards a portion of the investigation and remediation costs for this site, and the City does not anticipate significant additional cleanup expenditures. The City conducted an evaluation and redesign study of the piping system and installed a replacement piping system. The Electric System currently owns no underground storage tanks. The underground storage tanks previously operated by the Electric System were removed under a two-year program that was completed in 1990. The City currently owns five underground storage tanks for fuel and oil storage in connection with general municipal operations. For such tanks the City is currently testing, measuring and reporting in accordance with regulatory requirements. Replacement or upgrade of these tanks has been completed to meet regulatory requirements, including monitoring.

The City has experienced certain problems in connection with polychlorinated biphenyls ("PCB"). Such substance has been declared hazardous by the United States Environmental Protection Agency. PCB's were widely used in transformers and capacitors as insulating material. Although restricted use is still permitted, Grand Island has eliminated use of PCB in connection with the Electric System. The Electric System's power plant transformers, substation transformers, padmounted transformers, distribution capacitors, overhead transformers and other electrical devices have been tested, and all known PCB materials have been removed from the system. Removal, storage and disposal of PCB materials are documented in accordance with EPA regulations. The City accepted a settlement in August of 1999

relating to a Superfund site operated by Rose Chemicals of Holden, Missouri, and believes that such matter is resolved for practical purposes although the agreement contains certain contingent provisions.

BONDHOLDERS' RISKS

The 2011 Bonds are to be paid from the Payments which constitute amounts payable by the City from ad valorem taxes levied against all the property in the City. The 2011 Bonds are not in any event payable from revenues attributable to the Project and no mortgage or other security interest in the Project is being provided. The following items, among others, should be considered by potential investors:

1. Results of a Termination of the Agreement

In the Agreement, the parties have stated that it is their intention that the Agreement shall be a fully executed contract for the purchase of the Project by the City. Upon any default by the City in payment, the Trustee shall have the right to sue for any such rentals past due but shall not have any right to accelerate payments from the City or to terminate the Agreement. Neither the Corporation as lessor nor the Trustee as the absolute assignee of the Payments shall have the right to terminate the Agreement provided that the Corporation may re-enter and take possession of the Project, without terminating the Agreement and thereafter shall use reasonable diligence to receive and apply the revenues of the Project, or parts thereof, to its corporate purposes, with the right to make alterations and repairs to the Project.

2. Enforceability of Remedies, Bankruptcy Code

The realization of any rights upon a default by the City will depend upon the exercise of the limited remedies of suit for past due rent and, under appropriate circumstances, injunction relating to observing of certain covenants set forth in the Agreement. Such remedies may require judicial action which is often subject to discretion and delay. Under existing law, certain of the remedies specified in the Indenture or the Agreement may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in such documents. The rights and remedies of the Trustee and bondholders are also subject to the limitations provided for in the United States Bankruptcy Code, which among other things, limits rights of set-off and in certain circumstances allows a debtor to obtain the use of cash collateral held by secured creditors, such as the Trustee. The opinion of Bond Counsel with respect to the 2011 Bonds will state that the Agreement is a valid and binding agreement of the City except to the extent that the enforceability thereof may be limited by bankruptcy and insolvency laws, including the Federal Bankruptcy Code. While the Agreement is intended as a credit arrangement, a Bankruptcy court might determine it to be a true lease or an executory contract. If under the provisions of the Bankruptcy Code the Agreement were to be determined to be either a true lease or an executory contract, the Agreement could be rejected by the City subject to court approval. Such rejection would entitle the Corporation to retake possession of the Project and for the Trustee to have a claim against the City for damages in a limited amount. If under the provisions of the Bankruptcy Code the Agreement were to be treated as a credit arrangement and an executed contract, the special provisions relating to leases and executory contracts in the Bankruptcy Code would not apply.

3. Nebraska Developments Related to Budgets and Taxation.

The Nebraska Legislature has recently taken actions designed to limit increases in spending and to reduce the reliance of local governmental units on property taxation. For a discussion of such changes, see "NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION".

4. Economic Downturn/Decreased Nebraska State Tax Revenues.

The State of Nebraska, like many other states, has recently experienced decreased collections of revenues relating to general economic conditions as they impact enterprises in Nebraska. Such decreased

collections have resulted in lower forecasts of revenues for budgeting purposes for the State. In response to this change in revenue receipts certain changes were made in a special session called by the Governor in 2009. In the current legislative session, the Legislature passed and the Governor signed LB 383 which eliminates certain state aid to local governmental units. Elimination of such state aid in accordance with LB 383 is expected to reduce the City's revenues by approximately \$350,000. The Legislature also passed and the Governor signed LB 235, which may reduce state aid to school districts over the next two years. Further reductions in state expenditures affecting political subdivisions such as the City are likely to be considered from time to time as the current economic downturn continues. Legislation affecting the taxing powers of political subdivisions, particularly with respect to occupation taxes, is also under consideration. The economic downturn also impacts sales tax receipts and may have a delayed impact on determinations of valuations for local property taxes.

NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION

The Nebraska Legislature has endeavored to reduce the level of property taxation and political subdivision expenditures in the State. The Legislature has, for such purposes, enacted legislation to provide for budget limitations and legislation requiring reductions in the rate of taxation for general property taxes. Budget limitations relating to cities, villages, counties and other political subdivisions (Sections 13-518 to 13-522, R.R.S. Neb. 2007, as amended, and related sections, the "Budget Limitations") limit the growth in amounts which may be budgeted with respect to certain restricted funds. Restricted funds include (a) property taxes, (b) payments in lieu of property taxes, (c) local option sales taxes, (d) motor vehicle taxes, (e) state aid, (f) transfers of surpluses from user and other fees if the transfer funds a service or function not directly related to the fee or charge and (g) unexpended funds from the prior year budgeted for capital expenditures which are not expected to be spent for capital improvements. The limitation imposed does not apply to (a) restricted funds budgeted for capital improvements, (b) restricted funds expended from a qualified sinking fund for acquisition or replacement of tangible personal property, (c) restricted funds pledged to retire bonded indebtedness or used to pay other financial instruments that are approved and agreed to before July 1, 1999 (d) restricted funds budgeted in support of a service which is the subject of an interlocal cooperation agreement, (e) restricted funds budgeted for repairs to infrastructure in the case of a declared disaster emergency and (f) restricted funds budgeted to pay for certain judgments. The Budget Limitations currently provide for a base limitation of 2.5% upon increases. Such base limitation is subject to review by the Nebraska Legislature from year to year. The base limitation may be exceeded by an additional 1% upon an affirmative vote of at least 75% of the governing body. These limitations are to be enforced through the office of the Auditor of Public Accounts of the State of Nebraska and state aid may be withheld from governmental units which fail to comply. The Payments due under the Agreement (as existing prior to the refunding of the 2004 Bonds and the issuance of the 2011 Bonds) could be determined to be subject, in whole or in part, to the Budget Limitations. In such case, the City would be required to take such payments into consideration under the applicable limit.

Tax levy limitations (Section 77-3442, R.R.S. Neb. 2009, as amended, and related sections, the "Levy Limitations") provide for overall limitations on the property tax levies of political subdivisions, including cities. The Levy Limitations provide for an express exclusion from the limitations for property tax levies for bonded indebtedness. The Payments are being made under a lease purchase agreement as permitted under Section 19-2421, R.R.S. Neb. 2007 and do not qualify as bonded indebtedness. They are subject to the Levy Limitations and the City has in the Agreement agreed to observe the Levy Limitations in making its annual levy during the term of the Agreement.

Under the Levy Limitations the rates for levying property taxes have been reduced for each type of governmental unit in the State of Nebraska. The rate for cities is set at 45¢ per \$100 of taxable valuation with an additional 5¢ available for payments under interlocal cooperation agreements.

The future methods for providing for financing cities, schools and other local units may be altered depending upon future actions to be taken by the Nebraska Legislature, further decisions of the Nebraska Supreme Court and federal courts and future initiative petitions proposed by voters.

SUMMARY OF BOND DOCUMENTS

Brief Descriptions of Agreement and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references to the Agreement and the Indenture are qualified in their entirety by reference to each of such documents and all references to the 2011 Bonds in this Official Statement are qualified in their entirety by reference to the definitive form of such bonds and other information relating to the 2011 Bonds included in the Indenture.

THE AGREEMENT

The Agreement consists of four separate but related instruments, an original Lease Purchase Agreement entered into in 2001, an Addendum entered into in 2003, a Second Addendum entered into in 2004 and the Third Addendum which is being entered into in connection with the issuance of the 2011 Bonds. The following is summary of certain provisions of the Agreement.

Term, Premises

The term of the Agreement commenced in 2001 and will terminate on December 31, 2024, or upon the City's earlier making the Payments in such manner to cause all of the 2011 Bonds outstanding under the Indenture to be no longer outstanding. The premises which are the subject of the Agreement consist of the Project.

Payments and Additional Payments

The Payments shall be made by the City during the term of the Agreement in amounts sufficient to pay principal and interest on the 2011 Bonds as the same fall due. Under the Indenture the Corporation has made an absolute assignment of the Payments to the Trustee to provide for the principal and interest due on the 2011 Bonds. The Payments constitute a general obligation of the City, payable out of the funds of the City, which are to be raised by taxes levied on all taxable property in the City, subject to the City's statutory levy limitations. Amounts from general sales taxes may also be applied to make the Payments. Under the terms of the Agreement and the Indenture, the City is required to make the Payments directly to the Trustee, on the payment dates and in the amounts specified in the Agreement. The Agreement also requires the City to make certain additional payments. Any such additional payments are to be made by the City on a timely basis by remitting the same directly to the respective payees for the account of the Corporation. Additional payments include the Trustee's fees and expenses, any taxes, charges or other impositions upon the Project and any amounts required to pay costs of the Project not provided for from amounts available in the Construction Fund.

Title to the Project

Title to the Project and any and all additions, modifications or replacements of any portion of the Project will be held in the name of the Corporation, subject to the terms of the Agreement. Under such terms a warranty deed has been delivered into escrow for delivery to the City upon payment in full of the Payments or earlier satisfaction and defeasance or payment in full of the 2011 Bonds under the terms of the Indenture.

Management of Project

Under the Agreement the City has taken possession upon the completion of construction. The Corporation is to serve as Manager of the Project for the City under the terms of the Management Contract. So long as the

Management Contract remains in effect, the Corporation as Manager shall be responsible to keep and maintain the Project, including all appurtenances thereto and any personal property therein or thereon, in good repair and good operating condition. The Corporation as Manager will have responsibility for operating the Project as an agricultural exposition and events center, including contracting for sporting events, conventions, expositions and related services for the Project, including concessions and maintenance. The Corporation has the right, as Manager, to contract with Fonner for operational and maintenance services for the Project. Contracts relating to the Project entered into by the Manager presently include and are required to include clauses permitting cancellation in the event that the City takes title to the Project under the terms of the Agreement. Under the Management Contract, the Corporation has the right to purchase equipment and other property for use in connection with the Project which is to remain the separate property of the Corporation and shall not become a part of the Project.

Additions to Project

The City shall have the right, at its own expense, to make additions, alterations and changes in or to the Project and to construct any improvements related to the Project. All alterations, additions and improvements shall be deemed a part of the Project subject to the Agreement, and, upon termination of the Agreement, shall be surrendered to the Corporation, subject to the provisions described in the Agreement requiring conveyance to the City.

Continuing Disclosure Undertaking

The City has covenanted for the benefit of the Beneficial Owners of the 2011 Bonds to provide certain financial information and operating data relating to the City by not later than May 1 of each year (the “**Annual Report**”), commencing May 1, 2012, and to provide notices of the occurrence of certain enumerated events, if material, using the Electronic Municipal Market Access System (“**EMMA**”) established by the Municipal Securities Rulemaking Board (the “**MSRB**”). The Annual Report, together with notices of material events, will be filed by the City with the MSRB using EMMA. The proposed form of the Continuing Disclosure Undertaking to be made by the City in the Agreement in connection with the issuance of the 2011 Bonds is attached to this Official Statement as “**APPENDIX B – FORM OF CONTINUING DISCLOSURE UNDERTAKING.**” These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the “**Rule**”).

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Agreement, although Beneficial Owners are to have an available remedy to require performance. Any such failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2011 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2011 Bonds and their market price.

Compliance with Existing Continuing Disclosure Undertakings

The City believes it has substantially complied with its continuing disclosure undertakings pursuant to the Rule with respect to each of the five most recently completed fiscal years by reason of the following: the City believes it (a) is in substantial compliance with its obligation to file annual financial information with the MSRB from and after July 1, 2009, (b) has filed its Comprehensive Annual Financial Report with each of the nationally recognized municipal information repositories (or with the Texas Municipal Advisory Council as provided at <http://www.disclosureusa.org>) for each of the past five completed fiscal years, and (c) has experienced no events determined to be material and requiring a material event notice. Any failure to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2011 Bonds in the secondary market.

Property Insurance to be Maintained

Throughout the term of the Agreement, the City is to keep the Project insured at its expense against loss by fire and extended coverage perils in an amount not less than the full replacement value. In the event of damage to the Project, proceeds of such insurance are to be applied to repair and reconstruct the Project. Insufficiency of any insurance proceeds for restoring the Project shall not relieve the City from making the Payments.

Liability Insurance to be Maintained

The Agreement requires the Corporation, so long as the Management Contract remains in effect, to maintain, at the Corporation's expense, comprehensive general liability insurance on the Project in amounts not less than \$1,000,000 for bodily injury and property damage for each occurrence, with an annual aggregate limitation of not less than \$2,000,000. In addition, the Corporation is to maintain, so long as the Management Contract remains in effect umbrella liability insurance covering the Project in amounts not less than \$1,000,000 for bodily injury and property insurance for each occurrence and with annual aggregate limitation of not less than \$2,000,000.

Indemnification

Under the Agreement, the City agrees, to the extent permitted by law, to save the Corporation and the Trustee harmless against claims arising from the City's acquisition and leasing of the Project, including any breach of default on the part of the City in the performance of any of its duties and responsibilities under the Agreement.

Under the Agreement, the Corporation agrees to indemnify the City against claims arising from the Corporation's construction, acquisition and management of the Project related to the following:

- (a) any breach or default on the part of the Corporation in the performance of its obligations under the Agreement and any related document;
- (b) any act, failure to act or negligence of the Corporation or of its officers, directors, employees, agents, contractors or licensees; and
- (c) any accident, injury or death of any person or damage to any property occurring in or as a result of any condition of Project, occurring prior to the termination of the Agreement or of the Management Contract, whichever occurs earlier.

Damage and Destruction

If the Project is destroyed (in whole or in part) or damaged by fire or other casualty, insurance proceeds shall be used to repair, replace or reconstruct the Project, as may be determined by the City. If the proceeds of property insurance are insufficient fully to restore the Project, such insufficiency shall not constitute a default on the part of the Corporation and the Corporation shall have no responsibility to restore the Project beyond application of the funds available from insurance. Such insufficiency shall not relieve the City from responsibility for making the Payments.

Condemnation

If during the term of the Agreement, any part of the Project is taken by exercise of the right of eminent domain and if in the mutual opinion of the City and the Corporation the utilization of the Project is not

impaired by such taking, no duties or responsibilities of the parties shall be reduced or affected. The net award of any taking shall be paid to and belong to the City. The proceeds of any such award shall be applied by the City to the construction of a replacement facility comparable to the Project. The taking of all or any portion of the Project by the right of eminent domain by any governmental body shall not affect or reduce the City's obligation to make the Payments as provided in the Agreement.

Conveyance of the Project to the City

A deed to the Project from the Corporation has been placed in escrow and such deed is to be delivered to the City (a) if the City shall have made all Payments as required under the terms of the Agreement and all then current additional payments; or, (b) if all bonds issued by the Corporation, including interest due and to become due to date of payment and all other obligations of the Corporation, other than obligations to the City, are fully paid or payment provided for as permitted in the Agreement and the Indenture.

Net Revenues of Project

Neither the City nor the Corporation expects that the Project will be operated on a basis more favorable than breaking even, after taking into consideration amounts made available from a City occupation tax agreed to by the City to cover a portion of operating expenses. Any net revenue from the operation of the Project is to belong to the Corporation as its separate property.

Assignment by the City

The City may not assign its rights under the Agreement so long as any 2011 Bonds remain outstanding under the Indenture

Assignment by the Corporation

Under the Indenture, the Payments have been assigned absolutely to provide for payment of principal and interest on the 2011 Bonds. The Corporation may assign any of its other rights under the Agreement and any related documents to another nonprofit corporation exempt from federal income taxation under Sections 501(a) and 501(c)(3) of the Code with the approval of the City and the Trustee.

Subleases

In accordance with the terms of the Management Contract, the Project is to be made available for use by exhibitors, licensees, concessionaires in the ordinary course of operation of the Project as an agricultural exposition and events center. No other subleasing of the Project by the City is permitted without the consent of the Corporation and the Trustee.

Default and Remedies

Any default in making the Payments is to be enforceable against the City only by direct proceedings by the Trustee for such collection and without any right of acceleration. The Corporation may enforce its rights against the City only by proceedings for injunction or other equitable relief so long as any of the 2011 Bonds remain outstanding.

Amendment and Modifications

The City consents and agrees for the benefit of the Trustee and the owners of the 2011 Bonds, that until payment of all the 2011 Bonds outstanding under the Indenture and interest thereon or until funds sufficient for such payment have been duly provided, the Agreement may not be effectively amended, changed or

modified except as permitted by the Indenture, and that the Trustee has and may exercise all rights and remedies of the Corporation provided for in the Agreement with respect to enforcing the obligation of the City to make the Payments, either in its own name or in the name of the Corporation.

THE MANAGEMENT CONTRACT

The Corporation and the City entered into the Management Contract dated as of December 1, 2004, and the Addendum to Management Contract dated as of September 1, 2011 (together, the “Management Contract”). The Corporation has been acting and will act as manager of the Project under the Management Contract. The Management Contract is to run for successive one year terms renewable at the option of the Corporation and may also be cancelled by the Corporation on 120 days’ notice at any time. The Corporation at its expense may provide equipment or other property for the Project. Such equipment is to be the separate property of the Corporation. All revenues of the Project are to be retained by the Corporation and applied to its corporate purposes as an organization qualified under Section 501(c)(3) of the Code. The Corporation is authorized to make such contracts as it determines appropriate with respect to the operation of the Project. Any such contracts are to be subject to cancellation in the event that the City elects to prepay the 2011 Bonds and take title to the Project or takes title to the Project in accordance with the terms of the Indenture and the Agreement. Under the Management Contract the Corporation is required to maintain insurance for general liability with respect to the Project as described in the Agreement.

THE INDENTURE

The following is a summary of certain provisions of the Indenture.

Payment of 2011 Bonds

Pursuant to the Indenture, the Corporation has assigned its rights to the Agreement, including the right to receive the Payments under the Agreement to the Trustee, for the benefit of the registered owners of the 2011 Bonds. The principal of and interest on the 2011 Bonds are payable from the Payments and amounts, if any, which might be realized from the enforcement of the rights of the Corporation and the Trustee (including the Trustee’s security rights under the Indenture) under the Agreement and the Indenture.

Funds and Accounts

The Indenture provides for the establishment of various funds which are described in this paragraph. Except as otherwise provided in the Indenture, the Trustee will hold all funds as trustee for the owners of the 2011 Bonds. Any income from the investment of the funds will be applied as provided in the Indenture. The funds established are:

1. **Bond Fund**. The Bond Fund shall be used solely for the payment of the interest on the 2011 Bonds and for the retirement of the 2011 Bonds at or prior to maturity.
2. **Rebate Fund**. Any amounts deposited and held in the Rebate Fund are to be held by the Trustee under the Indenture for the benefit of the United States Treasury in accordance with the terms of Section 148 of the Code.

Amounts Remaining in Funds

After payment in full of the 2011 Bonds, interest thereon, the fees, charges and expenses of the Trustee and all other amounts required to be paid under the Agreement or the Indenture, any amounts remaining in the Bond Fund, held by the Trustee pursuant to the Indenture, are to be paid to the Corporation.

Redemption of 2004 Bonds

The 2004 Bonds have been called for redemption on September __, 2011. Net proceeds of the 2011 Bonds (after payment of issuance expenses), together with certain current debt service funds of the City shall be applied on such redemption date to the redemption of the 2004 Bonds. The City has agreed to provide all amounts (in addition to the net proceeds of the 2011 Bonds) required to effect the full redemption of the 2004 Bonds.

Investment of Monies

Any monies held as part of any fund or account created under the Indenture will be invested or deposited by the Trustee, in investments which are permitted under the terms of the Indenture. The Trustee is not liable or responsible for any loss resulting from the investment of monies. The Corporation and the City have each covenanted for the benefit of the owners of the 2011 Bonds that so long as any of the 2011 Bonds remain outstanding, monies on deposit in any fund in connection with the 2011 Bonds, will not be used in a manner which will cause the 2011 Bonds to be classified as "arbitrage bonds" within the meaning of Sections 103(b) and 148 of the Code. Permitted investments include United States government obligations, obligations of certain United States government agencies (whether or not supported by the full faith and credit of the United States), bank savings accounts or certificates of deposit issued by banks, including the Trustee itself or affiliates of the Trustee, to the extent that such savings accounts or certificates of deposit are fully insured by the Federal Deposit Insurance Corporation, or in common trust funds or mutual funds or securities of investment companies which invest substantially all of their assets in United States government obligations, including such securities as covered by repurchase agreements

Events of Default and Remedies

Any of the following will be "events of default" under the Indenture:

- (a) default in the due and punctual payment of the principal of or the interest on any 2011 Bond secured under the Indenture outstanding;
- (b) default in the due and punctual payment of monies required to be paid to the Trustee for deposit to the Bond Fund under the provisions of the Indenture and the continuance thereof for a period of five (5) days; or
- (c) default in the performance or observance of any other of the covenants, agreements or conditions on the Corporation's part contained in the Indenture or the 2011 Bonds and the continuance thereof for a period of thirty (30) days after written notice thereof to the Corporation by the Trustee, or by the owners of not less than fifty-one percent (51%) in aggregate principal amount of Bonds outstanding.

Rights and Remedies of Bondholders and Waivers of Events of Default

Upon the occurrence and continuation of an event of default, the Trustee may on its own initiative, and shall upon the written request of the owners of not less than fifty-one percent (51%) in principal amount of the 2011 Bonds then outstanding, and upon being indemnified to its reasonable satisfaction against any and all

costs, expenses, outlays, counsel fees and other reasonable disbursements and against all liability, proceed to take steps needful for the protection and enforcement of its rights and the rights of the owners of the 2011 Bonds as shall be provided by law, including a suit, action, or special proceeding in equity or at law. The Indenture does not provide for any acceleration of the maturity of the 2011 Bonds upon the occurrence or continuation of an event of default and the most likely remedies available are expected to be an action for collection of past due Payments or for injunctive or other equitable relief requiring the City to perform its obligations under the Agreement.

No owner of any of the 2011 Bonds shall have any right to institute any suit, action or proceeding in equity or at law or for any other remedy unless such owner previously shall have given to the Trustee written notice of any event of default as provided and unless the owners of not less than fifty-one percent (51%) in principal amount of the 2011 Bonds then outstanding shall have made written request of the Trustee, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, either to proceed to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in the name of the Trustee and the Trustee shall have refused or neglected to comply with such request within a reasonable time and after being afforded a reasonable opportunity to do so and after having been offered security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby. All actions to enforce any provision of this Indenture shall be instituted and maintained for the equal benefit of all owners of the 2011 Bonds, except that nothing contained in the Indenture shall impair the right of any owner of any 2011 Bond at or after the maturity thereof to reduce the same to judgment.

All rights of action under the Indenture or under any of the 2011 Bonds secured by the Indenture enforceable by the Trustee may be enforced without the possession of any of the 2011 Bonds or the production thereof at the trial or other proceedings, and any such suit or proceeding instituted by the Trustee shall be brought for the ratable benefit of the owners of the 2011 Bonds, subject to the provisions of the Indenture.

Obligations and Liabilities of Trustee

The duties and obligations of the Trustee shall be determined solely by the express provisions of the Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Indenture. The Trustee shall be protected when acting in good faith upon the advice of its counsel. The Trustee may require of the Corporation full information and advice as to the performance of all covenants, conditions and agreements of the Corporation contained in the Indenture or any supplement thereto, but the Trustee shall not be required to ascertain or inquire as to the correctness of any information, statements, conclusions or opinions expressed in any certificate, resolution, report, opinion or other document furnished to it pursuant to any provision of the Indenture.

During the term of the Agreement, the City is required to cause the Trustee to be paid for its services and to reimburse the Trustee for its reasonable expenses incurred in the performance of its duties under the Agreement and the Indenture.

Supplemental Indentures and Amendments of Agreement

The Corporation and the Trustee may, without consent of or notice to the Bondholders, enter into supplemental indentures or agreements for any one or more or all of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in the Indenture or in any such supplemental indenture; or
- (b) to grant to or confer upon the Trustee for the benefit of the owners of 2011 Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of 2011 Bonds or the Trustee.

Except for the supplemental indentures described in the preceding paragraph, the Indenture requires that notice be given and that the consent of the registered owners of all 2011 Bonds outstanding under the Indenture be received.

The Agreement may be amended with the consent of the Corporation and the Trustee in order to cure any ambiguity, formal defect or omission or to make any other change which, in the judgment of the Trustee, is not to the prejudice of the bondholders. Except for amendments described in the preceding sentence, no amendments shall be made to the Agreement without the consent of the registered owners of all of the 2011 Bonds outstanding under the Indenture.

Defeasance of Bonds

2011 Bonds for the payment of which there shall have been deposited with the Trustee monies or obligations of or guaranteed by the United States Government which bear interest and mature in such amounts and at such times as to provide the monies required for payment in full of principal and interest shall be deemed to be satisfied under the terms of the Indenture.

LITIGATION

No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the issuance or delivery of any of the 2011 Bonds or the collection of revenues pledged or to be pledged to pay the principal of and interest on the 2011 Bonds, or in any way contesting or affecting the validity of the 2011 Bonds, the Indenture or the Agreement or the power of the Corporation to assign the Agreement and the Payments to the Trustee to provide for the payment of the 2011 Bonds or contesting the powers or authority of the City to enter into the Agreement and approve the issuance of the 2011 Bonds on its behalf. There is no litigation pending or, to the knowledge of the City, threatened in any court to restrain the City from entering into the Agreement.

UNDERWRITING

The Underwriter has agreed, subject to certain conditions, to purchase the 2011 Bonds from the City at a discount of \$_____ from the initial offering prices set forth on the cover page of this Official Statement, plus accrued interest. The Underwriter will be obligated to purchase all such 2011 Bonds if any such 2011 Bonds are purchased. The 2011 Bonds may be offered and sold to certain dealers at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

While the Underwriter expects, insofar as possible, to maintain a secondary market for the 2011 Bonds, no assurance can be given concerning the future maintenance of such a market by the Underwriter or others, and prospective purchasers of the 2011 Bonds should therefore be prepared to hold their 2011 Bonds to their maturity.

TAX EXEMPTION

Under the Internal Revenue Code of 1986, as amended (the "Code") interest on the 2011 Bonds will be excludable from gross income for purposes of determining federal income taxes. Certain features of the Code with respect to interest on the 2011 Bonds are described in the following paragraphs.

1. The 2011 Bonds are not Private Activity Bonds. The 2011 Bonds are being issued for essential governmental purposes of the City and will not be "private activity bonds" as described in the Code. In connection with the issuance of the 2011 Bonds, the City and the Corporation will certify that

all payments with respect to the 2011 Bonds will be made by the City from general taxes and that the 2011 Bonds will not be secured by any interest in property used or to be used for any private business use or from payments in respect of such property nor shall payment of principal and interest on the 2011 Bonds be derived from payments in respect of property or borrowed money used or to be used for a private business use. No mortgage or other security interest with respect to the Project is to be provided. The City and the Corporation will also certify that none of the proceeds of the 2011 Bonds will be used to make or finance loans to any persons. Because the 2011 Bonds will not be “private activity bonds,” as described in the Code, they will not be subject to the alternative minimum tax for individuals or corporations. For corporations, however, the 2011 Bonds, like all other tax-exempt bonds, will be subject to the additional minimum tax on “adjusted current earnings,” which is referred to below.

2. The 2011 Bonds will not be Arbitrage Bonds under the Terms of the Code. In connection with the issuance of the 2011 Bonds, the City and the Corporation will certify certain of their expectations and anticipations with respect to the 2011 Bonds. The 2011 Bonds are expected to be subject to the rebate requirements as described in the Code. Under certain circumstances, failure to pay rebates on a timely basis can result in a retroactive loss of tax-exempt status for municipal obligations. Although the Code provides that the determination of whether or not a bond is an arbitrage bond is to be based upon reasonable expectations at the time of issuance, it also contains language which indicates that a bond is to be treated as an arbitrage bond “if the issuer intentionally uses any portion of the proceeds of the issue” to acquire higher yielding investments or replace funds which were used directly or indirectly to acquire such higher yielding investments. The Indenture will include a covenant on the part of the Corporation to take all actions necessary to preserve the tax-exempt status of interest on the 2011 Bonds under the Code. The Agreement and the Ordinance of the City approving the Agreement and the Indenture will include a covenant on the part of the City to take all actions necessary to preserve the tax-exempt status of interest on the 2011 Bonds under the Code, including reporting and payment of rebates to the extent required by the Code.

3. Tax Consequences for Tax-exempt Interest Income Under Certain Other Provisions of Federal Tax Laws. Under the Code while interest on the 2011 Bonds is exempt as to taxpayers generally, such income may be taken into consideration for purposes of computing certain other taxes imposed. Investors with social security or railroad retirement income may have a tax imposed upon such social security or railroad retirement income depending upon whether or not they have received tax-exempt income such as interest on the 2011 Bonds. Casualty and insurance companies will be required to take into consideration tax-exempt interest income in determining losses for certain purposes. Foreign corporations may be required to take into account interest on the 2011 Bonds in computing the branch profits tax under Section 884 of the Code. Certain S Corporations may also be required to take interest on the 2011 Bonds into consideration for certain federal income tax purposes. Corporations subject to the additional minimum tax on “adjusted current earnings” will be required to pay taxes on a portion of the interest income which is attributable to tax-exempt bonds in accordance with Section 56 of the Code. Taxpayers with social security and railroad retirement income, casualty and insurance companies, foreign corporations, S Corporations and corporations subject to the alternative minimum tax on “adjusted current earnings” should consult with their own tax advisors concerning the consequences of investment in the 2011 Bonds.

4. Financial Institutions--Deductibility of Attributable Interest. Under the Code financial institutions are not allowed to deduct any portion of the interest expense allocable to the acquisition or carrying of certain tax-exempt bonds acquired after August 7, 1986, unless such bonds have been designated as “qualified tax-exempt obligations” under the provisions of Section 265 of the Code. Financial institutions considering a purchase of the 2011 Bonds are advised that the ordinance of the City authorizing the issuance of the 2011 Bonds contains a provision which designates the 2011 Bonds as “qualified tax-exempt obligations” under Section 265(b)(3)(B)(i)(III) of the Code, provided, however, that such designation shall not apply as and to the extent that any of the 2011 Bonds are to be treated as “deemed designated” under the provisions of Section 265(b)(3)(D)(ii) of the Code. The City does not anticipate

issuance directly by it or on its behalf of tax-exempt bonds or other tax-exempt interest bearing obligations in an amount exceeding \$10,000,000 in calendar year 2011, taking into consideration the exception for current refundings. All or a substantial portion of the 2011 Bonds are expected to be determined by the City as “deemed designated”.

5. Changes in Federal and State Tax Law. From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the 2011 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the 2011 Bonds or the market value thereof would be impacted thereby. Purchasers of the 2011 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the 2011 Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

Baird Holm LLP will render its opinion concerning the tax-exempt status of interest payable on the 2011 Bonds. Under existing laws interest on the 2011 Bonds is not subject to the Nebraska state income tax, except to the extent that it may be subject to federal income taxes.

TAX OPINION--STATE INCOME TAX

Baird Holm LLP, as the City’s bond counsel, will render their opinion concerning the tax-exempt status of interest payable on the 2011 Bonds. Under existing laws, interest on the 2011 Bonds is not subject to the Nebraska state income tax except to the extent that such interest is subject to federal income taxes.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and issuance of the 2011 Bonds are subject to the unqualified approving opinion of Baird Holm LLP, Bond Counsel. Such firm is currently acting and has acted in the past as special counsel to the City.

MISCELLANEOUS

This Official Statement was duly approved by the City Council of the City of Grand Island on August __, 2011, and its execution and delivery were authorized by the City Council on the same date.

CITY OF GRAND ISLAND

By: _____
Mayor

APPENDIX A

CITY OF GRAND ISLAND, NEBRASKA

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2010

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APPENDIX B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the City, being the only “obligated person” with respect to the 2011 Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB:

(a) not later than seventh months after the end of each fiscal year of the City (the “Delivery Date”), financial information or operating data for the City of the type accompanying the audited financial statements of the City entitled “Management’s Discussion and Analysis” (“Annual Financial Information”);

(b) when and if available, audited financial statements for the City; audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the 2011 Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties (there are no debt service reserves established for the 2011 Bonds under the terms of the Indenture);

(4) unscheduled draws on credit enhancements reflecting financial difficulties (not applicable to the 2011 Bonds);

(5) substitution of credit or liquidity providers, or their failure to perform (not applicable to the 2011 Bonds);

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2011 Bonds, or other material events affecting the tax status of the 2011 Bonds;

(7) modifications to rights of the holders of the 2011 Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the 2011 Bonds, if material;

(11) rating changes (the 2011 Bonds are not rated and no rating for the 2011 Bonds is expected to be requested);

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information not later than the Delivery Date.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the 2011 Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Indenture or the Agreement. The continuing disclosure obligations of the City, as described above, shall cease when none of the 2011 Bonds remain outstanding.

An extra section break has been inserted above this paragraph. Do not delete this section break if you plan to add text after the Table of Contents/Authorities. Deleting this break will cause Table of Contents/Authorities headers and footers to appear on any pages following the Table of Contents/Authorities.

DOCS/1051836.2

Ordinance No. 9311

AN ORDINANCE PROVIDING FOR THE PURCHASE AND LEASING OF AN AGRICULTURAL EXPOSITION AND EVENTS CENTER FOR THE CITY OF GRAND ISLAND; AUTHORIZING EXECUTION AND DELIVERY OF A THIRD ADDENDUM TO LEASE PURCHASE AGREEMENT WITH FONNER PARK EXPOSITION AND EVENTS CENTER, INC., AMENDING AND CONFIRMING THE TERMS OF A LEASE PURCHASE AGREEMENT PREVIOUSLY ENTERED INTO, RELATING TO THE CONSTRUCTION AND ACQUISITION OF SAID EVENTS CENTER FOR USE BY THE CITY OF GRAND ISLAND, NEBRASKA; APPROVING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID THIRD ADDENDUM; PROVIDING FOR CONFIRMATION OF THE ACCEPTANCE OF TITLE; APPROVING THE TERMS OF A TRUST INDENTURE AND SECURITY AGREEMENT; MAKING CERTAIN DETERMINATIONS WITH RESPECT TO REFUNDING BONDS TO BE ISSUED UNDER SUCH INDENTURE; APPROVING THE TERMS OF A BOND PURCHASE AGREEMENT; PROVIDING FOR THE CALLING AND REDEMPTION OF BUILDING BONDS PREVIOUSLY ISSUED; PROVIDING FOR CERTAIN MATTERS WITH RESPECT TO THE EXEMPTION OF INTEREST ON THE REFUNDING BONDS AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA (the "City") as follows:

Section 1. The Mayor and Council hereby find and determine: that the City has previously approved the execution and delivery of that Lease Purchase Agreement dated as of October 9, 2001 (the "Original Lease Purchase Agreement") by and between the City and Fonner Park Exposition and Events Center, Inc., ("Heartland"), a Nebraska nonprofit corporation, which agreement has been supplemented and amended by that Addendum to Lease Purchase Agreement dated August 26, 2003 (the "First Addendum") and further supplemented and amended by that Second Addendum to Lease Purchase Agreement dated December 1, 2004 (the "Second Addendum" and together with the Original Lease Purchase Agreement and the First Addendum, the "Existing Agreement"); that pursuant to the Second Addendum, Heartland issued Building Bonds (Heartland Events Center Project), Series 2004, (the "Building Bonds"), which Building Bonds were issued to pay the costs of the acquisition of a new agricultural exposition and events center to serve the City and its inhabitants (the "Project") and which Building Bonds remain outstanding and unpaid in the principal amount of \$5,950,000; that since the Building Bonds were issued, the rates of interest available in the market have so declined that by Heartland issuing its refunding bonds to provide for the payment and redemption of the Building Bonds, a substantial savings in the amount of yearly running interest will be made, thereby reducing the amount of payments required of the City under the Existing Agreement; that Heartland has been formed under the Nebraska nonprofit corporation laws exclusively for purposes permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); that it is necessary and advisable to further supplement and amend the terms of the Existing Agreement in order to provide for the refunding of the Building Bonds and a reduction in the payments required of the City under the Existing Agreement, as allowed by the

Approved as to Form	<input checked="" type="checkbox"/>	_____
August 4, 2011	<input checked="" type="checkbox"/>	City Attorney

ORDINANCE 9311 (Cont.)

terms of the Existing Agreement; that the documents necessary for such purposes have been prepared and said documents should be approved and their execution authorized.

Section 2. The City of Grand Island shall enter into the Third Addendum to Lease Purchase Agreement to be dated as of September 1, 2011, with Heartland, modifying the terms of the Existing Agreement (the “Third Addendum” and together with the Existing Agreement, the “Agreement”) and whereby Heartland has constructed and acquired the Project in accordance with specifications approved by the City and with a set schedule of payments relating to the acquisition of the Project and that the Third Addendum in the form presented at this meeting, providing for the resetting of the amount of installment purchased payments is hereby approved.

Section 3. The Mayor (or in the Mayor’s absence, the President of the Council) and City Clerk of the City be and they are hereby authorized and directed to execute and deliver on behalf of the City the Third Addendum, including any necessary counterparts, in substantially the form and content as presented to this meeting, but with such changes or modifications therein (specifically including the determination of the final amounts of the installment purchase payments) as to them seem necessary, desirable or appropriate on behalf of the City; and said Mayor and City Clerk are further authorized and directed to execute and deliver any other documents or certificates and to do all other things necessary or appropriate in connection with the Agreement.

Section 4. The Mayor and Council hereby confirm the approval by the City of the formation of Heartland, including the Articles of Incorporation and Bylaws thereof and the five currently serving directors thereof; and further approve the Trust Indenture and Security Agreement, dated as of September 1, 2011, (the “Indenture”) from Heartland in favor of Wells Fargo Bank, National Association, under which Refunding Building Bonds (Heartland Events Center Project), Series 2011, in the aggregate principal amount of not to exceed \$5,900,000 (the “Refunding Bonds”) are to be issued, and the City hereby approves the issuance of the Refunding Bonds, in such principal amount (or any lesser principal amount) and bearing interest at rates as shall be set forth in the Indenture resulting in a net present value savings to the City of not less than \$300,000 and the sale of said bonds to Ameritas Investment Corp. (the “Underwriter”) in accordance with the terms of a Bond Purchase Agreement in the form presented (the “Bond Purchase Agreement”), at an underwriter’s discount (not including any original issue discount) from the stated principal amounts not to exceed 1.3% is hereby approved. The Mayor is hereby further authorized to sign the approval form on the Bond Purchase Agreement on behalf of the City and to approve at the time of closing of the purchase of the Refunding Bonds the final form of the Indenture.

Section 5. In connection with the execution and delivery of the Third Addendum and the issuance by Heartland of the Refunding Bonds, the following determinations and approvals are hereby made by the Mayor and Council:

- (a) The City hereby declares, as provided in the Agreement, that it will take title to the Project (including additions) when the Refunding Bonds are discharged.

ORDINANCE 9311 (Cont.)

(b) The City hereby approves the Direction to Give Notice of Redemption of the Building Bonds in the form presented herewith and authorizes and directs Heartland to execute and deliver such Direction for Call, with any changes deemed necessary and appropriate by Heartland, to the Trustee. The City further authorizes the Mayor, City Clerk and City Treasurer (Finance Director) to take any and all actions necessary and appropriate to effect the redemption of the Building Bonds.

(c) The Addendum to Escrow Agreement and the Addendum to Management Contract, each relating to original documents delivered in connection with the issuance of the Building Bonds and each in the form presented, are hereby approved and the Mayor (or in the Mayor's absence, the President of the Council) is hereby authorized to execute and deliver such documents on behalf of the City in substantially the form and content as presented to this meeting, but with such changes or modifications therein as to such executing officers may seem necessary, desirable or appropriate on behalf of the City.

Section 6. The Mayor and Council hereby state that it is the intention of the City that interest on the Refunding Bonds issued by Heartland shall be excludable from gross income under the federal income tax by virtue of Section 103 of the Code and Revenue Ruling 63-20 and Revenue Procedure 82-26 of the Internal Revenue Service and the Mayor and Council hereby authorize the Mayor, the City Clerk and the City Treasurer (Finance Director) (or any one of more of them) to take all actions necessary or appropriate to carry out said intention and for obtaining such interest exclusion. The City hereby covenants with Heartland for the benefit of the purchasers and holders of the Refunding Bonds that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payments set forth in the Agreement or principal and interest on the Refunding Bonds, which would cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 103 and 148 and other related sections of the Code and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to reporting and payment of rebates, if applicable. The City hereby designates the Refunding Bonds (as issued on behalf of the City) as the City's "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue or have issued on its behalf tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during calendar year 2011 (taking into consideration the exception for current refunding issues), provided that the amount of the Refunding Bonds hereby designated shall be reduced as and to the extent that all or a portion of the Refunding Bonds may be determined to be "deemed designated" in accordance with the provisions of Section 265(b)(3)(D) of the Code. The officers of the City (or any one of them) are hereby authorized to make allocations of the Refunding Bonds (as to principal maturities) and of the proceeds of the Refunding Bonds and debt service funds (related to payments due under the Agreement) of the City as may be deemed appropriate under the federal tax laws and regulations, specifically including any allocations relating to the determination of all or a portion of the Refunding Bonds as "deemed designated". Any such allocations made and

ORDINANCE 9311 (Cont.)

determinations set forth in a certificate by an officer of the City (which may be in cooperation with any certification provided by the Corporation) shall be and constitute authorized determinations made on behalf of the City with the same force and effect as if set forth in this Ordinance.

Section . The Mayor and Council hereby approve the Preliminary Official Statement in the draft form presented with respect to the Refunding Bonds and hereby authorize the Mayor to approve and deem final on behalf of the City the final form of the Preliminary Official Statement and to approve the final Official Statement for the Refunding Bonds with appropriate changes to reflect the final terms for the Refunding Bonds as sold pursuant to the Bond Purchase Agreement.

Section 8. This Ordinance shall be in force and take effect from and after its publication as provided by law.

Passed and approved this 9th day of August, 2011.

Mayor

City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F13

#9312 - Consideration of Vacation of a Utility Easement Located in Indianhead Seventh Subdivision (3005, 3011 & 3017 Laramie Drive)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: August 9, 2011

Subject: Consideration of Vacation of a Utility Easement Located in Indianhead Seventh Subdivision (3005, 3011 & 3017 Laramie Drive)

Item #'s: F-13

Presenter(s): John Collins, Public Works Director

Background

A ten (10) foot wide utility easement was filed with Hall County on January 10, 2003. The easement does not currently have any utilities within it, nor is there a need anticipated in the future. When Evangelical Lutheran Good Samaritan Society subdivided a lot to the east of 3005, 3011 & 3017 Laramie Drive a twenty (20) foot wide utility easement was provided, thus creating a total easement of thirty (30) feet.

Discussion

The property owners at 3005, 3011 & 3017 Laramie Drive have requested that the ten (10) foot wide utility easement on the east end of their property be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the passing of an ordinance vacating the utility easement through Lots 35, 36 and 37 of Indianhead Seventh Subdivision.

Sample Motion

Move to approve the passing of an ordinance vacating the utility easement through Lots 35, 36 and 37 of Indianhead Seventh Subdivision.

ORDINANCE NO. 9312

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

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

SECTION 1. That the existing utilities easement at 3005, 3011 & 3017 Laramie Drive in Grand Island, Hall County, Nebraska, more particularly described as follows:

A TEN (10) FOOT WIDE EASEMENT DESCRIBED AS LYING ON THE EAST TEN (10) FEET OF LOTS 35, 36 & 37 IN INDIANHEAD SEVENTH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA;

is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

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

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

ORDINANCE NO. 9312 (Cont.)

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

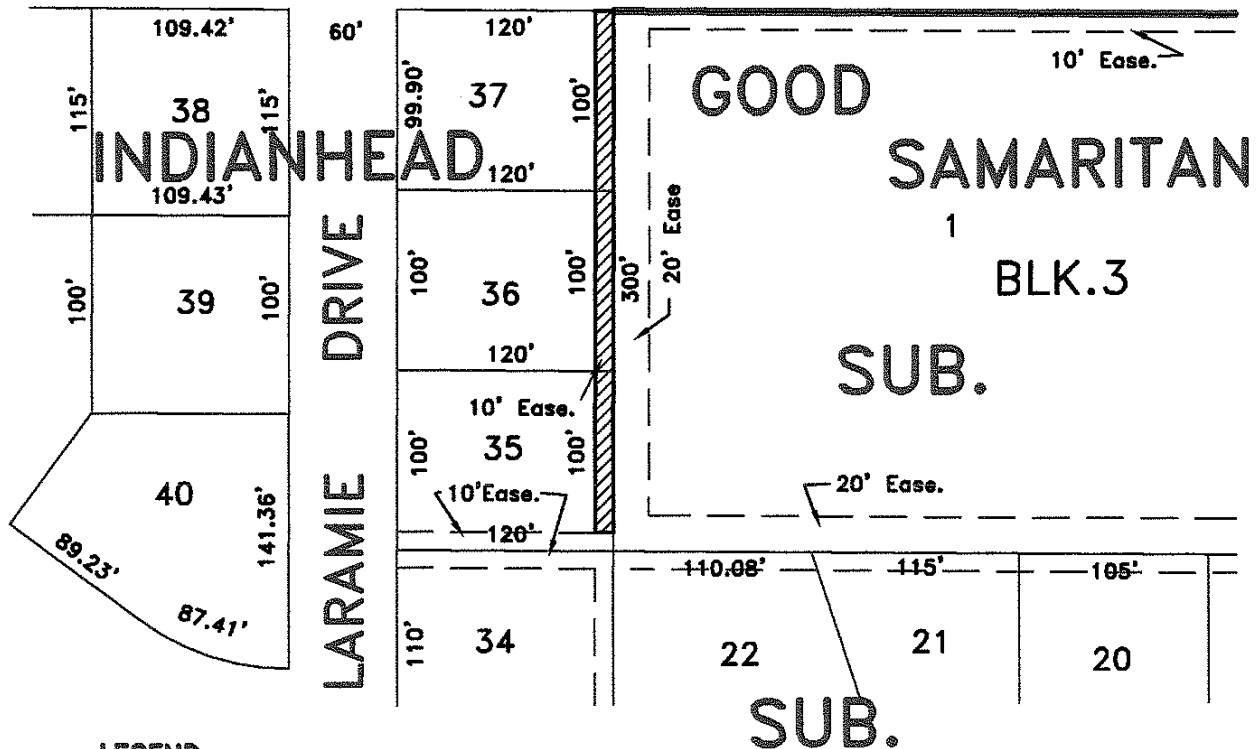
Enacted: August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

TRUST STREET



LEGEND



EASEMENT AREA TO BE VACATED



EXHIBIT "A"



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F14

**#9313 - Consideration of Vacation of Cedar Ridge Third
Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 9, 2011

Subject: Cedar Ridge Third – Vacation

Item #'s: F-14

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

Background

This property is located east of Sagewood Ave., and south of 13th St., in the City of Grand Island, in Hall County, Nebraska. Consisting of (10 Lots) and 9.016 acres. Cedar Ridge Third Subdivision was platted by Joel Shafer representing GILD Investments LLC in 2007. The sanitary sewer, water and storm sewer were constructed but no further action development occurred on the site. Ryan B. O'Connor with RBO LLC has recently acquired the property and is proposing to redevelop it in a slightly different configuration, utilizing the exiting utilities. To simplify the redevelopment process staff has suggested that Mr. O'Connor vacate the existing subdivision concurrent with replatting the new Oak Pointe Subdivision so that lot lines, easements and rights-of-way can be placed in the correct location with minimal confusion.

Discussion

Council will be considering both the request to vacate the existing subdivision and to approve new subdivision at this meeting on August 9, 2011. The ordinance to vacate this subdivision is subject to a requirement that the developer of Oak Pointe Subdivision files the new plat within 60 days of approval of this ordinance and dedicates new rights-of-way and easements as needed.

The request to vacate the final plat for Cedar Ridge Subdivision was considered by the Regional Planning Commission at the August 3rd, 2011 meeting. A motion was made by Haskins and seconded by Ruge to approve the request. A roll call vote was taken and the motion passed with 7 members present (Amick, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Eriksen) 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.





ORDINANCE NO. 9313

An ordinance to vacate all of Cedar Ridge Third Subdivision including all rights-of-way and easements as shown on the plat of Cedar Ridge Third Subdivision in the City of Grand Island, Hall County, Nebraska; to provide for filing this ordinance in the office of the Hall County Register of Deeds; and to provide for publication and the effective date of this ordinance.

WHEREAS, the current owner of all of the property included in Cedar Ridge Third Subdivision has requested that the City consider vacating the subdivision plat for Cedar Ridge Third Subdivision; and

WHEREAS, a plat for Oak Pointe Subdivision on this same property has been filed by the current owner and recommended for approval by the Hall County Regional Planning Commission; and

WHEREAS, the Oak Pointe Subdivision dedicates rights-of-way and easements as necessary for the development of said property; and

WHEREAS; development of this property as proposed will provide needed housing units in an effective and efficient manner;

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

SECTION 1. That the plat for Cedar Ridge Third Subdivision including all easements and rights-of-way shown on said plat is hereby vacated conditioned upon;

Approval of Oak Pointe Subdivision by the Grand Island City Council; and

Filing of Oak Pointe Subdivision at the office of the Hall County Register of Deeds within 60 days approval of this ordinance.

ORDINANCE NO. 9313 (Cont.)

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the property platted as Cedar Ridge Third Subdivision in the City of Grand Island, Hall County, Nebraska and to be replatted as Oak Pointe Subdivision in the City of Grand Island, Hall County, Nebraska.

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

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item F15

#9314 - Consideration of Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 9, 2011

Subject: Approval of Salary Ordinance No. 9314

Item #'s: F-15

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Wages for City employees are presented to the City Council for approval in the form of a salary ordinance. An ordinance is being brought forward for Council consideration to support the reclassification that Planning Director Chad Nabity is recommending for the Planning Department. In addition, wages that have been agreed to in labor agreements with the IAFF and AFSCME labor groups are also being brought forward.

Discussion

When a position became vacant in the Planning Department, Director Chad Nabity decided to assess if or how it would be filled. His recommendation to the City Administrator was to reclassify the position to more accurately reflect the duties as they would be carried out in the future. There were two Community Development Administrators. There will now be one Community Development Administrator and one Community Development Specialist. This reclassification will result in a savings of more than \$4,000 per year.

In addition, there are changes in the ordinance to reflect the wages that have been agreed to by Council for the employees covered under the AFSCME and IAFF labor agreements. The IAFF wage scale will increase by 1.75%. A change is reflected to show how overtime will be calculated for positions covered under the IAFF agreement. The AFSCME wage scale will increase by 5.25% at the top end of the scale. This was done to add steps for future years and to stretch the number of steps in the scale to 15 steps. The highest step an employee will be placed in this scale will be step 12. They will move to higher steps as they are eligible to do so under the terms of their labor agreement. The FOP labor agreement which has also been passed by Council did not reflect a wage change for the 2011/2012 fiscal year.

Language that is outdated or no longer relevant was removed. As the budget process moves ahead and other labor agreements are reached, updated salary ordinances will be brought forward for Council approval.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Salary Ordinance No. 9314

Sample Motion

Move to approve Salary Ordinance No. 9314.

ORDINANCE NO. 9314

An ordinance to amend Ordinance 9288 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to add the position and salary range for Community Development Specialist; to amend the salary ranges of the employees covered under the AFSCME labor agreement; the IAFF labor agreement; identify the uniform allowance for the Fire Chief and Fire Division Chiefs, Police Chief and Police Captains; to identify the VEBA for non-union and IBEW/Service Clerical employees; to provide for stand-by pay for non-exempt direct supervisors; and to repeal those portions of Ordinance No. 9288 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
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

Approved as to Form ☐ _____
August 5, 2011 ☐ City Attorney

ORDINANCE NO. 9314 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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 – 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
Customer Service Representative – Part time	8.0000/12.0000	40 hrs/week
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
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
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

ORDINANCE NO. 9314 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Information Technology Manager	28.9540/40.7386	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 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
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
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
Project Manager – Public Works	28.4300/40.000	Exempt
Public Information Officer	20.0800/28.2600	Exempt
Public Works Director	35.8254/50.4141	Exempt
Receptionist	12.400/17.9400	40 hrs/week
Recreation Coordinator	16.2000/22.6000	Exempt
Recreation Superintendent	20.9300/30.0300	Exempt

ORDINANCE NO. 9314 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Regulatory and Environmental Specialist	27.6631/38.9119	Exempt
Senior Accountant	26.3200/36.6400	Exempt
Senior Electrical Engineer	32.1500/44.3300	Exempt
Senior Equipment Operator, Solid Waste	15.8780/22.3421	40 hrs/week
Senior Public Safety Dispatcher	16.2000/22.1400	40 hrs/week
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
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

ORDINANCE NO. 9314 (Cont.)

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	14.3613/ 20.1955 <u>21.2743</u>	40 hrs/week
Fleet Services Inventory Clerk	13.6103/20.1703	40 hrs/week
Fleet Services Mechanic	16.3825/ 23.0410 <u>24.2718</u>	40 hrs/week
Horticulturist	15.1638/ 21.3650 <u>22.5063</u>	40 hrs/week
Maintenance Worker – Cemetery	14.2525/ 20.0595 <u>21.1310</u>	40 hrs/week
Maintenance Worker – Parks	14.1574/ 49.9372 <u>21.0022</u>	40 hrs/week
Maintenance Worker – Streets	13.8581/ 19.5019 <u>20.5436</u>	40 hrs/week
Senior Equipment Operator – Streets	15.7348/ 22.1541 <u>23.3375</u>	40 hrs/week
Senior Maintenance Worker – Parks	15.7348/22.1541	40 hrs/week
Senior Maintenance Worker – Streets	15.7348/ 22.1541 <u>23.3375</u>	40 hrs/week
Traffic Signal Technician	15.7348/ 22.1541 <u>23.3375</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	14.4214/19.0838	40 hrs/week
Cashier	13.2364/18.0369	40 hrs/week
Custodian	15.4563/18.2518	40 hrs/week
Electric Distribution Crew Chief	28.2329/35.9069	40 hrs/week
Electric Underground Crew Chief	28.2329/35.9069	40 hrs/week
Engineering Technician I	17.7918/25.4568	40 hrs/week
Engineering Technician II	21.9942/30.1571	40 hrs/week
GIS Coordinator	22.6286/31.7526	40 hrs/week

ORDINANCE NO. 9314 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Instrument Technician	26.5386/35.0596	40 hrs/week
Lineworker Apprentice	17.2099/25.2351	40 hrs/week
Lineworker First Class	26.0863/30.8526	40 hrs/week
Materials Handler	21.4797/28.7929	40 hrs/week
Meter Reader	15.4761/20.1811	40 hrs/week
Meter Technician	20.8076/25.7161	40 hrs/week
Power Dispatcher I	26.0574/36.2300	40 hrs/week
Power Dispatcher II	27.3685/38.0468	40 hrs/week
Power Plant Maintenance Mechanic	24.6660/30.7139	40 hrs/week
Power Plant Operator	29.1394/33.9424	40 hrs/week
Senior Accounting Clerk	16.2100/21.2338	40 hrs/week
Senior Engineering Technician	27.8288/34.0562	40 hrs/week
Senior Materials Handler	24.7316/32.2591	40 hrs/week
Senior Meter Reader	18.3291/21.7545	40 hrs/week
Senior Power Dispatcher	31.6593/43.4454	40 hrs/week
Senior Power Plant Operator	28.7299/36.8309	40 hrs/week
Senior Substation Technician	33.8273/35.0596	40 hrs/week
Senior Water Maintenance Worker	20.0983/26.4649	40 hrs/week
Substation Technician	31.3152/32.5583	40 hrs/week
Systems Technician	27.5975/35.0596	40 hrs/week
Tree Trim Crew Chief	24.7220/30.7011	40 hrs/week
Utility Electrician	24.7743/32.5583	40 hrs/week
Utility Technician	24.1970/34.0365	40 hrs/week
Utility Warehouse Clerk	17.8792/22.0587	40 hrs/week
Water Maintenance Worker	16.7450/23.1567	40 hrs/week
Wireworker I	18.8115/26.5994	40 hrs/week
Wireworker II	26.0863/30.8526	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary

ORDINANCE NO. 9314 (Cont.)

and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	
Police Officer	17.8037/24.8884	
Police Sergeant	22.2831/30.5330	

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)

ORDINANCE NO. 9314 (Cont.)

hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the training and special events bank.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	16.6707/23.1150 <u>16.9624/23.5195</u>	54 hrs/week <u>212 hrs/28 days</u>
Firefighter / EMT	12.3855/17.9740 <u>12.6022/18.2885</u>	54 hrs/week <u>212 hrs/28 days</u>
Firefighter / Paramedic	13.8282/19.5300 14.0702/19.8718	54 hrs/week 212 hrs/28 days

IAFF employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period.

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

ORDINANCE NO. 9314 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	14.3249/20.1564	40 hrs/week
Equipment Operator – WWTP	16.2630/22.8838	40 hrs/week
Maintenance Mechanic I	16.2630/22.8838	40 hrs/week
Maintenance Mechanic II	18.2093/25.6223	40 hrs/week
Maintenance Worker – WWTP	16.2630/22.8838	40 hrs/week
Senior Equipment Operator – WWTP	17.5790/24.7353	40 hrs/week
Wastewater Clerk	12.2368/17.2182	40 hrs/week
Wastewater Plant Laboratory Technician	17.2638/24.2919	40 hrs/week
Wastewater Plant Operator I	14.5453/20.4669	40 hrs/week
Wastewater Plant Operator II	16.2630/22.8838	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	15.2682/20.3814	40 hrs/week
Accounts Payable Clerk	14.4823/20.9529	40 hrs/week
Administrative Assistant	15.0641/21.6061	40 hrs/week
Audio Video Technician	15.2069/21.4530	40 hrs/week
Building Inspector	18.8097/26.6887	40 hrs/week
Building Secretary	14.1761/20.1466	40 hrs/week
Community Development Administrator	16.4113/23.5963	Exempt
<u>Community Development Specialist</u>	<u>15.0641/21.6061</u>	<u>40 hrs/week</u>
Computer Operator	18.2994/24.0557	40 hrs/week
Computer Programmer	20.8713/30.5874	40 hrs/week
Computer Technician	18.8484/24.7778	40 hrs/week

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ORDINANCE NO. 9314 (Cont.)

Electrical Inspector	18.8097/26.6887	40 hrs/week
Emergency Management Coordinator	14.1761/20.1466	40 hrs/week
Engineering Technician – Public Works	19.3506/27.2908	40 hrs/week
Evidence Technician	14.0741/20.5957	40 hrs/week
Finance Secretary	14.1761/20.1466	40 hrs/week
GIS Specialist	21.4555/30.1064	40 hrs/week
Maintenance Worker I – Building, Library	14.7885/20.0140	40 hrs/week
Maintenance Worker II – Building, Police	15.5846/21.1264	40 hrs/week
Parks and Recreation Secretary	14.1761/20.1466	40 hrs/week
Planning Secretary	14.1761/20.1466	40 hrs/week
Planning Technician	19.4086/27.3071	40 hrs/week
Plans Examiner	18.8097/26.6887	40 hrs/week
Plumbing Inspector	18.8097/26.6887	40 hrs/week
Police Records Clerk – Full Time	12.6554/17.6156	40 hrs/week
Public Safety Dispatcher	14.2884/20.8713	40 hrs/week
Shooting Range Operator	19.6363/26.6172	40 hrs/week
Stormwater Technician	19.3506/27.2908	40 hrs/week
Utility Secretary	14.1761/20.1466	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

ORDINANCE NO. 9314 (Cont.)

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.

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

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

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent,

ORDINANCE NO. 9314 (Cont.)

Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications Fleet Services Supervisor, Fleet Services Superintendent, and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

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

~~(A) For all non-union employees the City will include in the last paycheck in September 2010, payment for an employee's unused medical leave in excess of 960 hours accrued from January 2010 through September 2010. 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.~~

(BA) 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

ORDINANCE NO. 9314 (Cont.)

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. 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% x 1064 hours = 399 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% x 1084 hours = 433.60 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~~

ORDINANCE NO. 9314 (Cont.)

~~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 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 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.

(CB) 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

ORDINANCE NO. 9314 (Cont.)

based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees .

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

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

~~SECTION 11. The Utilities Director shall be paid a stipend of Nine Hundred Dollars (\$900.00) per month prorated as appropriate for services tendered while acting as both the Utilities Director and the Interim Public Works Director.~~

SECTION ~~42~~10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical labor agreement shall have a contribution made on their behalf to the VEBA account of \$15 per pay period.

SECTION ~~43~~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 ~~14~~12. The adjustments identified herein for the Community Development Specialist 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 February 14, 2014~~. The adjustments identified herein for the AFSCME and the IAFF labor agreements shall

ORDINANCE NO. 9314 (Cont.)

be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 10, 2011.

SECTION ~~43~~13. Those portions of Ordinance No. 9288 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G1

Approving Minutes of July 25, 2011 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

July 25, 2011

Pursuant to due call and notice thereof, a Special Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 25, 2011. Notice of the meeting was given in the *Grand Island Independent* on July 19, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Randy Gard, and John Gericke. Councilmember Scott Dugan was absent. The following City Officials were present: City Administrator/Finance Director Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, and Public Works Director John Collins.

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

MAYOR COMMUNITCATION: Mentioned were 600 Boy Scouts visiting the community for the Merit Badge University.

OTHER ITEMS:

Discussion Concerning Municipal Equalization Funding and Property Taxes. City Administrator Mary Lou Brown reported that the Nebraska State Statutes offers a funding source to municipalities based on the calculation of state aid through the Municipal Equalization Fund (MEF). Funds were provided by the State through the insurance premium tax and the state administration fee on local option sales taxes collected by the State. Payments were based on a formula that compared municipalities' population and valuation with the statewide averages. Calculations were based on the non-bond property tax levy.

Ms. Brown stated the City of Grand Island mill levy would need to be increased for 2011-2012 in order to receive MEF dollars in 2013.

Currently a \$100,000 City homeowner pays \$22.71 a month for City services – streets, police, fire, library, parks, etc. Grand Island ranks the 6th lowest tax levy of all 1st Class Cities including Lincoln and Omaha. Every mill the City levies equals \$243,143.

The estimated valuation for 2012 was \$2,431,429,948. Several scenarios were presented representing the different levels of MEF calculations and what that increase would be to homeowners. \$17,462,000 was distributed to Cities across the state for 2011-2012.

Discussion was held regarding revenue sources and sustainability. Councilmember Nickerson made comments concerning raising taxes for legitimate reasons and not just to receive MEF monies. Ms. Brown stated there was no guarantee these funds would be received or continued.

Councilmember Gericke stated that if this increase was approved he would like to see no increase in fees or occupation taxes. Councilmember Haase stated he would not be in favor of raising property taxes to receive the MEF monies unless we decreased the sales tax.

Councilmember Carney commented on this being a select group of people who would pay the tax and wanted to know what the money would be used for. Councilmember Gard stated we don't know if the MEF monies would be sustainable and something we don't have control over.

Mayor Vavricek remarked on the need for sustainable revenue and that expenses were outpacing revenues. This was a potential option to use for increased revenues to maintain our current services.

Discussion Concerning Community Redevelopment Authority 2011-2012 Budget. Regional Planning Director Chad Nabity presented the 2011-2012 Community Redevelopment Authority (CRA) budget. The CRA was requesting property tax revenues of \$431,384 for the 2011-2012 budget, the same as last year. City Administration recommended an additional \$201,000 for Lincoln Park Pool as part of the CRA budget by increasing the levy to \$0.026 per \$100/valuation. The additional funding would generate approximately \$200,787 to be used to pay off bonds issued for the purpose of rebuilding the Lincoln Park Pool. An Interlocal agreement between the City and CRA would be needed for CRA to issue bonds for the project. Tax Increment Financing (TIF) could be used for this project as it was in a Blighted and Substandard area and would have a longer term to be paid off.

Ms. Brown stated this was a way to bring closer to the Lincoln Park Pool. Three alternatives were mentioned: 1.) Cash, 2.) CRA; and 3.) Public vote.

The following people spoke:

- Barry Sandstrom, 2117 West Charles Street – concerned about CRA building Lincoln Pool and if it was that important should it go to a vote of the people. Other alternatives were mentioned such as partnering with the YMCA, schools, hospital, etc.
- Michael Hollman, 8220 West Fork Avenue, Hastings - CYC Student – spoke in support – suggested private and corporate funding
- Danielle Jim, 4239 Arizona Avenue - CYC Student – spoke in support – swimming lessons, water safety and education, partnering with the Grand Generation Center
- Garrett Coble, 670 12th Avenue, St. Paul - CYC Student – spoke in support – social contact and benefit to the community
- Deb Wetzel, 1003 Nebraska Avenue - spoke in support – recommended an Olympic size pool
- Adrienne Redwine, 1709 Mansfield Road – spoke in support
- Rachel Carlson, 1028 Sagewood Avenue – spoke in support – mentioned swimming lessons and the need for a deep water pool

Discussion was held concerning the cash position in CRA in the coming years. Mr. Nabity stated CRA budgeted to spend all their money in the fiscal year to be used for projects to benefit the tax payers. Mr. Nabity answered questions concerning other projects that may not be done because the levy would be maxed out and could not take on additional activities. Mentioned was that an

area would have to be defined to be used for TIF bonding that wouldn't jeopardize other projects in the area.

Councilmember Gilbert stated this issue should go to a vote of the people. Lincoln Pool was a want and not a need. Several Councilmember's spoke in support of CRA budgeting for Lincoln Park Pool. Mr. Nabity explained in order to issue TIF Bonds an Interlocal Agreement with CRA and the City would be needed. Parks and Recreation Director Steve Paustian answered questions concerning the staffing of Lincoln Park Pool. They had resources in place and would not need to increase costs. Councilmember Nickerson stated he felt the City needed to look at the big picture such as a different area, bigger pool, etc.

Mentioned was this was not a request from CRA, it was a City Administration recommendation.

Mayor Vavricek complimented the CYC on their involvement on this issue and encouraged them to continue their leadership.

ADJOURNMENT: The meeting was adjourned at 9:10 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G2

Approving Minutes of July 26, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 26, 2011

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 26, 2011. Notice of the meeting was given in *The Grand Island Independent* on July 20, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard and John Gericke. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by Pastor Sylvia Karlsson, St. Paul's Lutheran Church, 1515 South Harrison Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek acknowledged public records being made available to the Council and news media. Acknowledged was US Army Sergeant Matt Hogget. Mr. Hogget commented on serving in the Army. Councilmember Niemann commented about his 17 years of service as a Marine during the Vietnam War.

City Administrator Mary Lou Brown updated the Council on way-side horns. Sanitary Sewer extension along Hwy 281 was moving along with the committee planning to meet this week.

PRESENTATIONS:

Proclamation Nebraska State Fair 1868 Foundation "Blue Ribbon Roll Out Week" August 1-7, 2011. Mayor Vavricek proclaimed the week of August 1-7, 2011 as "Blue Ribbon Roll Out Week". Lindsey Koepke, Executive Director of the Nebraska State Fair 1868 Foundation was present to receive the proclamation.

Recognition of 2010-2011 Community Youth Council. Wendy Myer-Jerke, Public Information Officer introduced CYC members Andres Gamboa, Aaron Oswald and Danielle Jim who gave a short presentation and video of activities the CYC students participated in over the past year. The Mayor and City Council recognized the following Community Youth Council (CYC) members: Sophomores – Jackson Buck, Ashley Bykerk, Stephanie Chandler, and Emma Kreutzer; Juniors – Evan Dexter, Kaitlin Hehnke, Tori Katsberg, Reyna Raymundo, Dillon Spies, Jessica Wiens, and Alex Wirth; Seniors – Miguel Baeza-Auguilera, Lauren Cantrell, Garrett Coble, Andres Gamboa, Danielle Jim, Ava Mackey, Katrina Molholm, Aaron Oswald, Brandon Pfeifer, and Alisa Rivera. Board Members – Jennifer Cramer, Theresa Engelhardt, Craig Garrett, Elizabeth Mayfield and Randy See. Jerrot Stokwell, Darrin Sanchez, Carole Ostdiek, Celine Stahlnecker, and Elizabeth Kuta. Those not present were: CYC students Alec Baxter, Josh Sugita, Michael Hollman, Steven Bartz and Daniel Carlson; and Board Members – Elizabeth Kuta, Darren Sanchez, Jared Stockwell, Celine Swan and Toy Swan. The "Above and Beyond Award" were presented to Garrett Coble and Jessica Wiens.

PUBLIC HEARINGS:

Public Hearing on Request from Aloha Investments, LLC dba Afternooners, 3773 Sky Park Road, Suite 5 for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Aloha Investments, LLC dba Afternooners, 3773 Sky Park Road, Suite 5. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on July 8, 2011; notice to the general public of date, time, and place of hearing published on July 16, 2011; notice to the applicant of date, time, and place of hearing mailed on July 8, 2011; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Doug Brown, 3773 Sky Park Road was present to answer questions. No further public testimony was heard.

Public Hearing on Request from Charles & Lana Staab for a Conditional Use Permit for a Commercial R-V Storage Located at 3086 Wildwood Drive. Craig Lewis, Building Department Director reported that an application for a conditional use permit had been received from Charles and Lana Staab for Commercial R-V Storage located at 3086 Wildwood Drive. Staff recommended approval with the following conditions:

- 1.) the proposed storage yard comply with required setbacks,
- 2.) landscape provisions as required in the City code be provided,
- 3.) no inoperable units, junk, or salvage be stored at the site.

No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at the Northwest Corner of Skagway North Parking Lot (Wilmar Realty, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the northwest corner of the Skagway North Parking Lot was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose to locate new underground conduit, cable and a pad-mounted transformer to continue electrical service to the old Bellows building and to Five Points Bank. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2015 North Broadwell Avenue (Five Points Bank). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2015 North Broadwell Avenue was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose of providing new underground conduit and cable to the existing transformer. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9308 – Consideration of Amending Chapter 23 of the Grand Island City Code Relative to Telephone Occupation Tax

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 Ramsey second the motion. Upon roll call vote, all voted aye. Motion adopted.

City Administrator Mary Lou Brown reported on the loss of revenue due to cuts in State aid to Cities. An additional 3% occupation tax on cellular telephones would bring in approximately \$500,000 of additional revenue.

City Attorney Robert Sivick reported that the current telephone occupation tax was 3% on monthly gross receipts received by telephone providers for cellular and residential telephones. Due to an increase in cellular phone use and additional expenses for 911 it was recommended that there be an increase to cellular telephones only in the amount of 6%.

Motion by Gilbert, second by Niemann to approve Ordinance #9308.

Discussion was held concerning the increase of taxes and costs associated with the additional expense of cellular phones to the E-911 Center. Mr. Sivick stated no studies had been done regarding the cost to the City. Mentioned was that Lincoln and Omaha charged 6%. The additional revenues would go into the General Fund to help pay for the loss of revenues from the State.

Ms. Brown clarified the occupation tax was General Fund money and E-911 funds go to a different fund. E-911 funds were being used more than in the past. Comments were made by Council that equipment in the E911 Center would need to be replaced in the near future and funds needed to be set aside for those purchases.

Motion by Gilbert, second by Ramsey to refer Ordinance #9308 to the August 9, 2011 Council meeting with a plan to designate funds. Upon roll call vote, Councilmember’s Haase, Carney, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember Niemann voted no. Motion adopted.

CONSENT AGENDA: Consent Agenda items G-15 and G-19 was removed for further discussion. Motion by Ramsey, second by Donaldson to approve the Consent Agenda excluding items G-15 and G-19. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 11, 2011 City Council Joint Central District Health Department Meeting.

Approving Minutes of July 11, 2011 City Council Study Session.

Approving Minutes of July 12, 2011 City Council Regular Meeting.

Approving Minutes of July 19, 2011 City Council Study Session.

Approving Appointment of Nate Wieland to the Business Improvement District #7 Board.

Approving Re-Appointment of Melissa Rae Girard to the Animal Advisory Board.

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

#2011-173 – Approving Acquisition of Utility Easement Located at the Northwest Corner of Skagway North Parking Lot (Wilmar Realty, LLC).

#2011-174 – Approving Acquisition of Utility Easement Located at 2013 North Broadwell Avenue (Five Points Bank).

#2011-175 – Approving Certificate of Final Completion with Van Kirk Brothers Contracting of Sutton, Nebraska for Water Main Project 2009-W-1 – Cedar Street between South Front and North Front Streets.

#2011-176 – Approving Bid Award for Water Main Project 2011-W-3 – Broadwell Avenue and Vine Street at the Union Pacific Railroad Crossings with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$173,473.95.

#2011-177 – Approving FY 2011-2012 Annual Budget for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road, and Setting Date for Board of Equalization for September 13, 2011.

#2011-178 – Approving FY 2011-2012 Annual Budget for Business Improvement District #6, Second Street, and Setting Date for Board of Equalization for September 13, 2011.

#2011-179 – Approving FY 2011-2012 Annual Budget for Business Improvement District #7, South Locust Street from Highway 34 to Stolley Park Road, and Setting Date for Board of Equalization for September 13, 2011.

#2011-181 – Approving Program Agreement with Nebraska Department of Roads for the Federal Funds Purchase Program.

#2011-182 – Approving Interlocal Agreement with Central Platte Natural Resources District for an Update to the Groundwater Dewatering Plan.

#2011-183 – Approving Interlocal Agreement with Hall County for Improvements to Engleman Road between US Highway 30 and Airport Road.

#2011-185 – Approving Renewal of Life Insurance Contract with Aetna.

#2011-186 – Approving Award of Proposal for Construction of POW Memorial Marker Project in the Dodge Parking Lot (Northwest Corner of 1st Street & Walnut Street) with Chief Construction Company of Grand Island, Nebraska in an Amount not-to-exceed \$17,600.00.

#2011-180 – Approving FY 2011-2012 Annual Budget for Business Improvement District #8, Downtown, and Setting Date for Board of Equalization for September 13, 2011. City Administrator Mary Lou Brown reported that BID #8 requested \$90,000 in assessments which gives a levy of .284100 per \$100 of real property. These monies are used for downtown beautification, retention and recruitment, and maintenance by the BID.

Discussion was held regarding the line item “other expenditures” which represented 1/3 of the budget. There were no representatives from BID #8 to answer questions. Cindy Johnson representing the Chamber of Commerce stated they represent BID #4, BID #6 and BID #7 but do not represent BID #8. She stated they were notified of the date.

Motion by Gilbert, second by Gericke to approve Resolution #2011-180. Upon roll call vote, all voted aye. Motion adopted.

#2011-184 – Approving Bid Award for Uranium Removal System Equipment with Water Remediation Technologies of Wheat Ridge, Colorado in an Amount of \$1,958,100.00. Utilities Director Tim Luchsinger reported that present value cost evaluation was a method to evaluate different long term options on a level playing field. After reviewing the bids it was realized that the price for this contract was actually the price of the equipment in Schedule A, and the annual cost in Schedule B which was used as a basis for the present value cost evaluation. To correct the previous resolution of June 23, 2011 the Utilities Department recommended that Water Remediation Technologies be awarded the contract for the Uranium Removal System – Equipment Procurement specifications in the amount of \$1,958,100.00 with an annual payment of \$786,450.00 for ten years.

Motion by Nickerson, second by Haase to approve Resolution #2011-184.

Discussion was held regarding the cost would be more subject to CPI. Mentioned was that the rate increase would hold at 20%.

Motion by Gard, second by Dugan to look at the cost side of the Uranium Project regarding the CPI. Upon roll call vote, Councilmember’s Carney and Niemann voted aye. Councilmember’s Haase, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Gard, and Gericke voted no. Motion failed.

Upon roll call vote on the main motion, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Charles & Lana Staab for a Conditional Use Permit for a Commercial R-V Storage Located at 3086 Wildwood Drive. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Niemann to approve the request from Charles & Lana Staab for a Conditional Use Permit for a Commercial R-V Storage located at 3086 Wildwood Drive with the following conditions:

- 1.) the proposed storage yard comply with required setbacks,
- 2.) landscape provisions as required in the City code be provided,
- 3.) no inoperable units, junk, or salvage be stored at the site, and finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Upon roll call vote, all voted aye. Motion adopted.

Consideration of Accepting Petitions for Creation of Water Main District – Parkview Area. Utilities Director Tim Luchsinger reported that petitions for water main districts had been received from residents along Pioneer Blvd., Park Drive, Riverview Drive, Grand Avenue, August Street, Haage Avenue, Cochin Street, Brahma Street and Bantam Street. Staff recommended creating six separate assessment districts in the Parkview area. All owner's within the District's boundary would be notified and have 30 days to protest the creation.

Discussion was held regarding creating six districts which would not create dead-end water lines.

Motion by Gilbert, second by Haase to approve the petitions for creation of Water Main District in the Parkview Area. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Accepting Petitions for Creation of Water Main Districts – Wildwood and Hiser Subdivision. Utilities Director Tim Luchsinger reported that petitions for water main districts in the Wildwood Subdivision and Hiser Subdivision had been received requesting City water service. The subdivisions are located at the southwest corner of Highway 281 and Wildwood Drive. Staff recommended creating two separate assessment districts in the Wildwood area. All owner's within the District's boundary would be notified and have 30 days to protest the creation. Mr. Luchsinger answered questions regarding water lines at the intersection of Wildwood.

Motion by Dugan, second by Carney to approve the petitions for creation of Water Main District in the Wildwood Area. Upon roll call vote, all voted aye. Motion adopted.

Consideration of CRA Budget as Amended by City Council. Regional Planning Director Chad Nabity reported this item was presented to Council at the July 25, 2011 Special Meeting.

The following people spoke in support:

- Roger Lindly, 923 E. Phoenix
- Garrett Coble, 670 12th Avenue, St. Paul, NE

Comments were made by Council regarding the importance of Lincoln Park Pool. Councilmember Gilbert stated Lincoln Pool was a quartile 3 program and that the YMCA had a deep water pool and gave swim lessons.

Motion by Donaldson, second by Niemann to approve the CRA Budget as Amended by City Council. Upon roll call vote, Councilmember's Haase, Carney, Niemann, Ramsey, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember's Gilbert and Nickerson voted no. Motion adopted.

RESOLUTIONS:

#2011-187 – Consideration of Request from Aloha Investments, LLC dba Afternooners, 3773 Sky Park Road, Suite 5 for a Class 'C' Liquor License and Liquor Manager Designation for Terry Brown, 4017 Anna Maria^h Street. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Gard to approve Resolution #2011-187 contingent upon final inspections and completion of a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of July 13, 2011 through July 26, 2011, for a total amount of \$3,177,702.60. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Dugan to adjourn to Executive Session at 9:30 p.m. for the purpose of union negotiation updates for the protection of the public interest. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Donaldson to return to Regular Session at 10:45 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 10:45 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G3

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

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

Staff Contact: RaNae Edwards

LEININGER, SMITH, JOHNSON, BAACK,
PLACZEK & ALLEN

ATTORNEYS AT LAW

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A.J. LUEBS (1903-1996)

July 28, 2011

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



Re: Fonner Park Exposition and Events Center, Inc.

Dear Mayor Vavricek:

Please have the City Clerk of the City of Grand Island, Nebraska place the following matter on the agenda of the meeting of the City Council of the City of Grand Island, Nebraska scheduled for August 9, 2011:

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

On July 27, 2011, the following persons were elected as directors of the Fonner Park Exposition and Events Center, Inc.:

Jim Cannon
Steve Dowding
Barry Sandstrom
Roger Luebbe
Scott Zana

The Fonner Park Exposition and Events Center, Inc. is a nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code for the purposes of lessening the burdens of government. Specifically, the Fonner Park Exposition and Events Center, Inc. was formed to lessen the burdens of the City of Grand Island, Nebraska in planning, constructing and operating an agricultural exposition and events center in the City of Grand Island, Nebraska.

Mayor Jay Vavricek
July 28, 2011
Page 2

As a condition to obtaining exemption under Section 501(c)(3) of the Internal Revenue Code, the Internal Revenue Service required that the following provisions be included in the Bylaws of Fonner Park Exposition and Events Center, Inc.:

- (1) The Mayor of the City of Grand Island, Nebraska nominates one (1) member of the Board of Directors of Fonner Park Exposition and Events Center, Inc.; and
- (2) The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. is submitted to the City Council of the City of Grand Island, Nebraska for ratification.


Because Fonner Park Exposition and Events Center, Inc. was formed for the purpose of lessening the burdens of government, the Internal Revenue Service imposed the foregoing requirements on Fonner Park Exposition and Events Center, Inc. so that there would be an opportunity for oversight by the City of Grand Island, Nebraska in regard to the election of directors of Fonner Park Exposition and Events Center, Inc.

As you know, you nominated Scott Zana as a member of the Board of Directors of Fonner Park Exposition and Events Center, Inc. in compliance with the requirements of (1) above. The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. should now be submitted to the City Council of the City of Grand Island, Nebraska for ratification in compliance with the requirements of (2) above.

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN



MICHAEL L. JOHNSON
MLJ/eje

cc: Ms. RaNae Edwards, City Clerk
Mr. Hugh Miner, Jr.



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G4

**#2011-188 - Approving Redemption of Series 2004 Building Bonds
for the Heartland Events Center Project**

This item relates to the aforementioned Ordinance item F-12.

Staff Contact: Mary Lou Brown

RESOLUTION 2011-188

BE IT RESOLVED by the Mayor and City Council of the City of Grand Island, Nebraska:

Section 1. The following bonds of the City of Grand Island, Nebraska, in accordance with their option provisions are hereby called for payment on September 1, 2011, after which date interest on the bonds will cease.

Said bonds are hereinafter referred to as the "Refunded Bonds."

The Refunded Bonds are subject to redemption at any time on or after September 1, 2011, at par and accrued interest, and said interest is payable semiannually.

Said Refunded Bonds were issued for the purpose of providing funds for the construction of the Heartland Events Center and miscellaneous costs associated therewith.

Section 2. Said bonds are to be paid at the principal corporate trust office of Wells Fargo Bank, National Association, as paying agent and registrar (the "Paying Agent and Registrar").

Section 3. A true copy of this resolution shall be filed immediately with the Paying Agent and Registrar, and said Paying Agent and Registrar is hereby irrevocably instructed to mail notice to each registered owner of said bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance authorizing said Refunded Bonds.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
August 4, 2011	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G5

**#2011-189 - Approving Final Plat and Subdivision Agreement for
Buffett Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 9, 2011
Subject: Buffett Subdivision – Final Plat
Item #'s: G-5
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located north of Abbott Road and east of US Highway 281, in the two mile extraterritorial jurisdiction of Grand Island, in Hall County, Nebraska. Consisting of (1 Lot) and 2.583 acres.

Discussion

The revised final plat for Buffett Subdivision was considered by the Regional Planning Commission at the August 3rd, 2011 meeting. A motion was made by Haskins and seconded by Ruge to approve the plat as presented. A roll call vote was taken and the motion passed with 7 members present (Amick, Ruge, Hayes, Reynolds, Haskins, Eriksen, Bredthauer) 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:

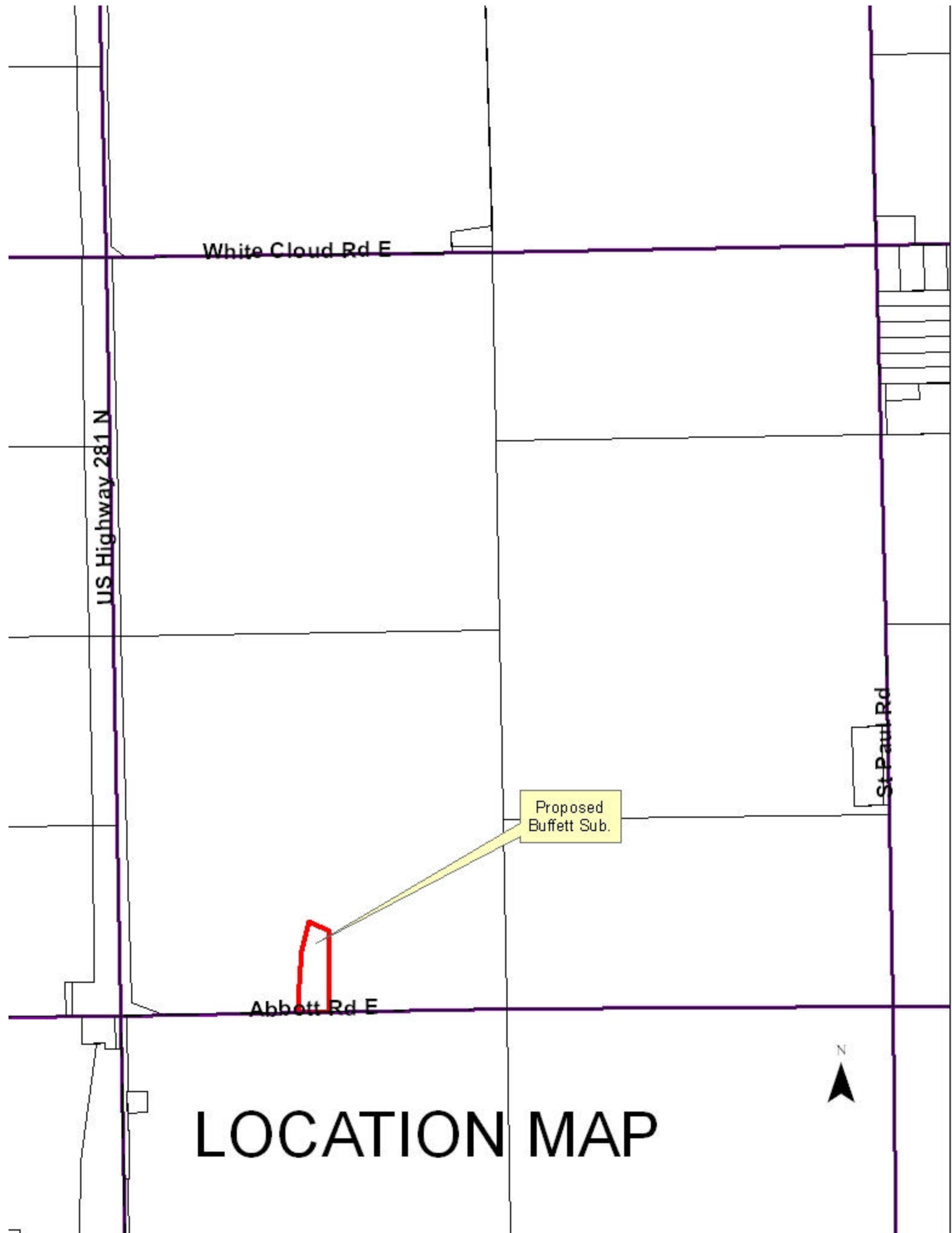
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Leonard Mader
Developer/Owner
4124 N Webb Road
Grand Island NE 68801

To create 1 lot north of Abbott Rd., and east of U. S. Highway 281, in the two mile extraterritorial jurisdiction of Grand Island, in Hall County, Nebraska.

Size: 2.583

Zoning: Transitional Agriculture Zone

Road Access: County Roads

Water Public: City water is not available

Sewer Public: City sewer is not available



RESOLUTION 2011-189

WHEREAS, Leonard H. Mader and Marlene M. Mader, husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as BUFFETT SUBDIVISION, to be laid out into 1 lot, a tract of land comprising a part of the Southwest Quarter (SW1/4) of Section Twenty Eight (28), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County Nebraska, 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 BUFFETT 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 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G6

**#2011-190 - Approving Final Plat and Subdivision Agreement for
Oak Pointe Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 9, 2011
Subject: Oak Pointe – Final Plat
Item #'s: G-6
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located east of Sagewood Ave., and south of 13th St., in the City of Grand Island, in Hall County, Nebraska. Consisting of (10 Lots) and 9.016 acres.

Discussion

The revised final plat for Oak Pointe Subdivision was considered by the Regional Planning Commission at the August 3rd, 2011 meeting. A motion was made by Haskins and seconded by Ruge to approve the plat as presented. A roll call vote was taken and the motion passed with 7 members present (Amick, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Eriksen) 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.



13th St W

Cedar Ridge Ct

Proposed
Oak Pointe Sub.

Sunwood Ave

Pine Ridge St

Cedar Ridge St

Starwood Ave

Frostfire Ave

LOCATION MAP

Ridgewood Ave

Windridge Ave



R.B.O. L.L.C., Ryan B. O'Connor, Managing Member
Developer/Owner

P.O. Box 139

Grand Island NE 68802

To create 10 Lots south of 13th Street and east of Sagewood Avenue, in the City of Grand Island, in Hall County, Nebraska.

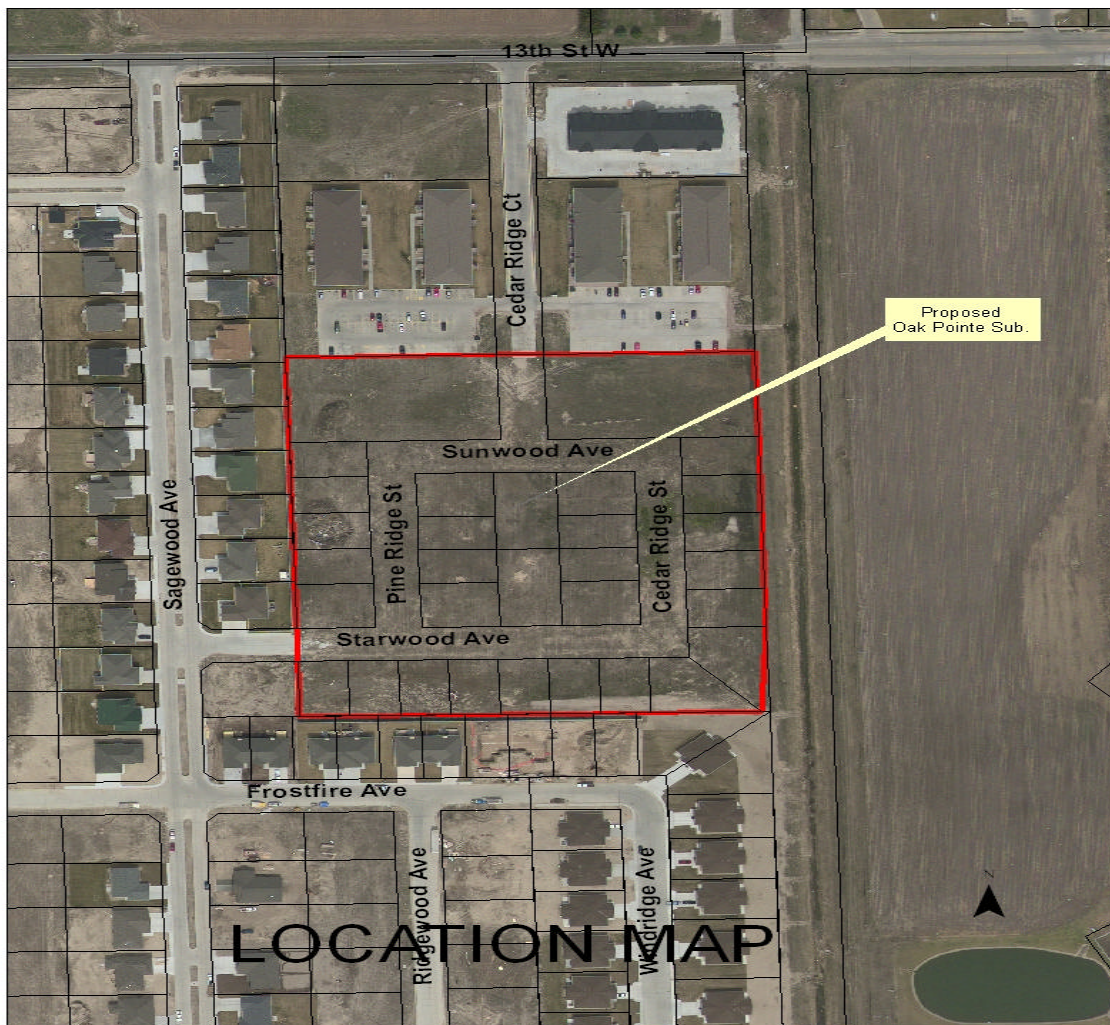
Size: 9.016

Zoning: R4 – High Density Residential Zone

Road Access: City roads

Water Public: City water is available

Sewer Public: City sewer is available



RESOLUTION 2011-190

WHEREAS, R. B. O., L.L.C., a Nebraska Limited Liability Company, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as OAK POINTE SUBDIVISION, to be laid out into 10 lots, a tract of land comprising all of Vacated Cedar Ridge Third Subdivision, in the City of Grand Island, Hall County Nebraska, 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 OAK POINTE 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 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G7

**#2011-191 - Approving Acquisition of Utility Easement - the
Extension of 8th Street between Boggs & White Streets - Hall
County Housing Authority**

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

Staff Contact: Tim Luchsinger

R E S O L U T I O N 2011-191

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

WHEREAS, a public hearing was held on August 9, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

TRACT 1

The southerly ten (10.0) feet of the northerly twenty seven (27.0) feet of Lot Two (2), Golden Age Third Subdivision

TRACT 2

The westerly thirteen (13.0) feet of the southerly twenty (20.0) feet of the northerly sixty and forty two hundredths (60.42) feet of Lot Two (2), Golden Age Third Subdivision.

TRACT 3

The westerly ten (10.0) feet of the northerly fifty seven (57.0) feet of the southerly two hundred seventy seven (277.0) feet of Lot Two (2), Golden Age Third Subdivision.

The above-described easement and right-of-way tracts containing a total of 0.050 acres, more or less, as shown on the plat dated 7/11/2011, 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 Hall County Housing Authority, on the above-described tracts of land.

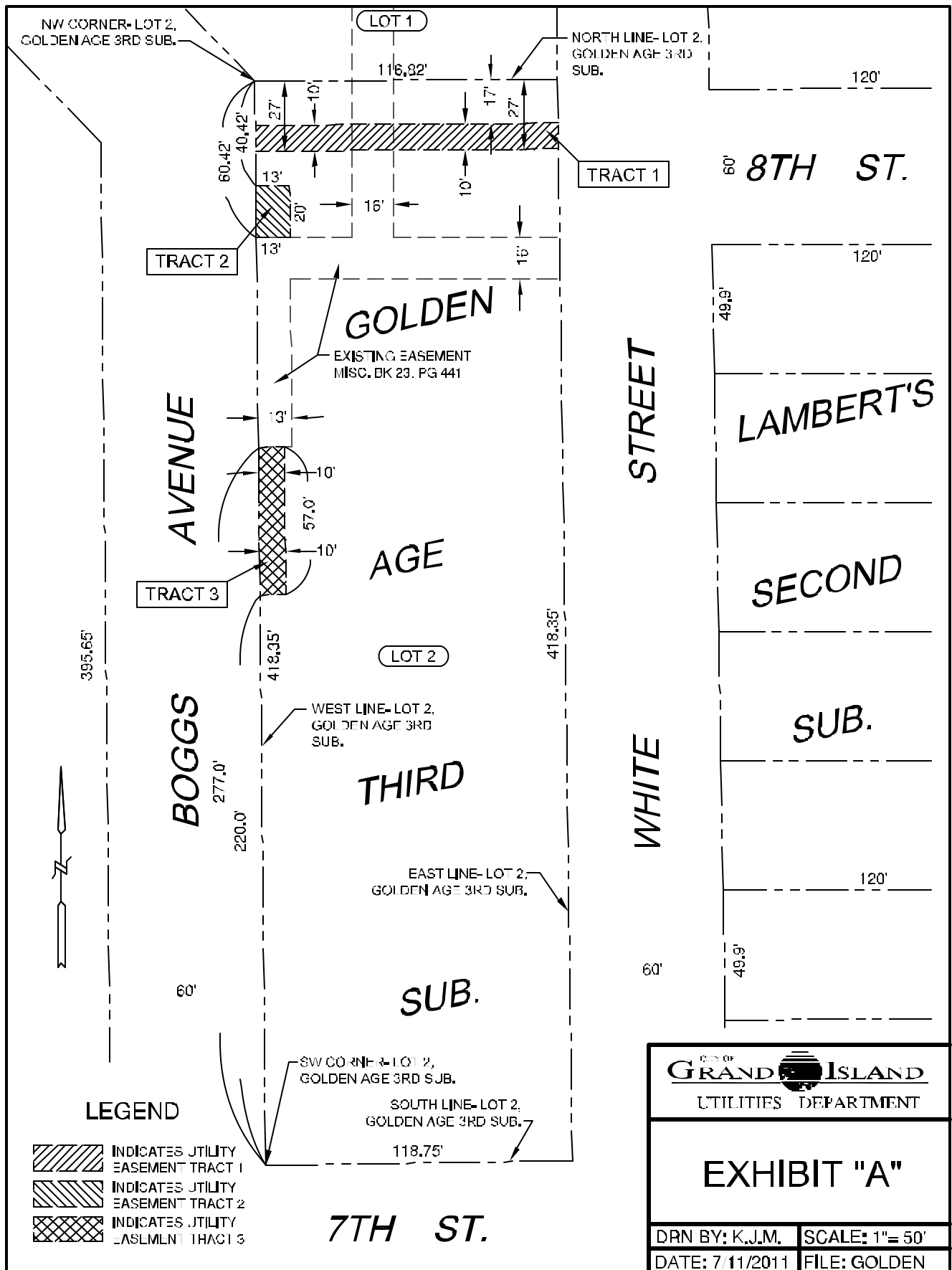
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G8

**#2011-192 - Approving Acquisition of Utility Easement - Stolley
Park Road & Burlington Northern/Santa Fe Railroad, Merrick
County, NE - Kruse**

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

Staff Contact: Tim Luchsinger

R E S O L U T I O N 2011-192

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

WHEREAS, a public hearing was held on August 9, 2011, for the purpose of discussing the proposed acquisition of an easement located in Merrick County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Eleven (11) North, Range Eight (8) West of the 6th P.M., Merrick County, Nebraska; thence easterly along the northerly line of the Northeast Quarter (NE 1/4) of said Section Thirty (30) on an assumed bearing of N89°27'00"E, a distance of six hundred ninety eight and eighty two hundredths (698.82) feet; thence S63°02'40"E, a distance of seventy one and forty five hundredths (71.45) feet, to a point on the southerly right-of-way line of Stolley Park Road being the ACTUAL Point of Beginning; thence continuing S63°02'40"E, a distance of eight hundred four and fifty eight hundredths (804.58) feet; thence S26°54'00"W, a distance of twenty (20.0) feet; thence N63°02'40"W, a distance of eight hundred forty three (843.0) feet, to a point on the southerly right-of-way line of said Stolley Park Road; thence N89°27'00"E along the southerly right-of-way line of said Stolley Park Road, a distance of forty three and thirty hundredths (43.30) feet, to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.378 acres, more or less, as shown on the plat dated 7/15/2011, 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 Rudolph Kruse, Sr., on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

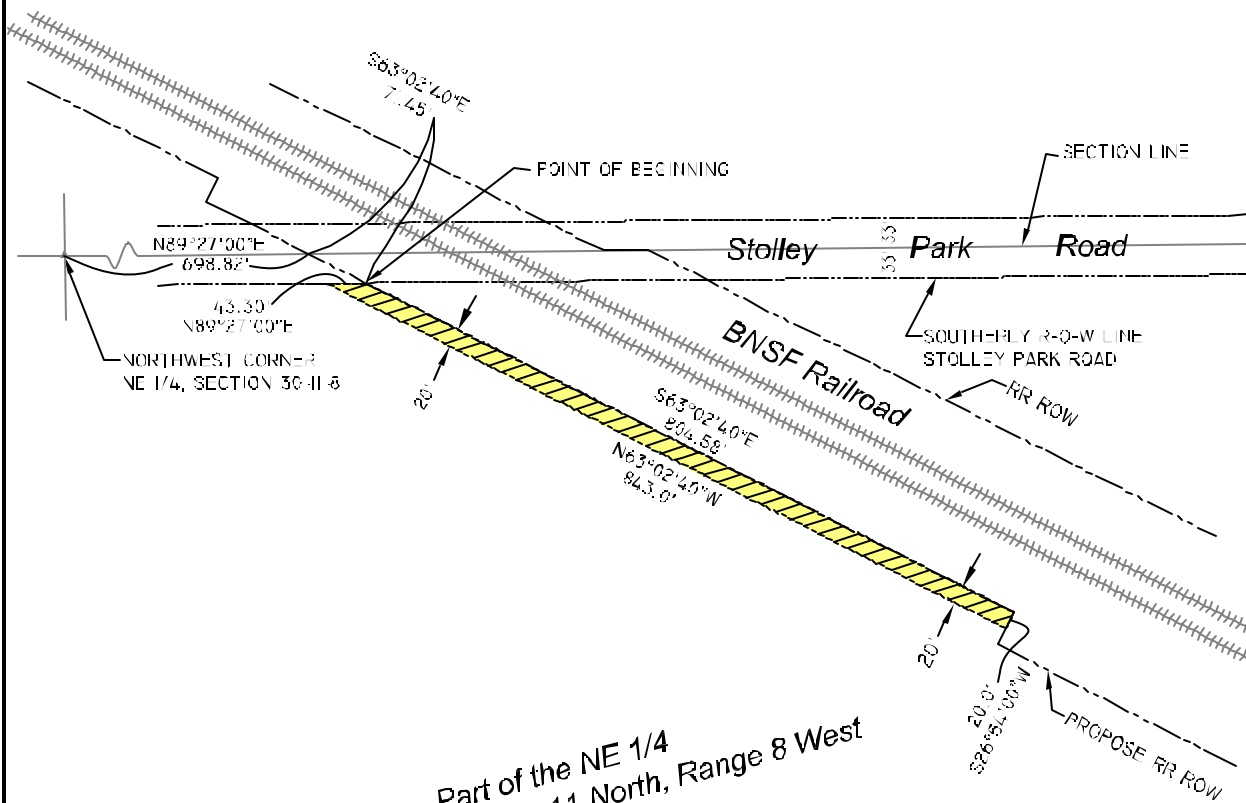
Attest:

RaNae Edwards, City Clerk

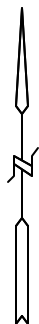
Approved as to Form
August 4, 2011

☐ _____
☐ City Attorney

Section 19, Township 11 North, Range 8 West



Part of the NE 1/4
Section 30, Township 11 North, Range 8 West



LEGEND

 INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: P.F.G.	SCALE: 1"= 200'
DATE: 7/15/2011	FILE: BNSF RR



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G9

**#2011-193 - Approving Acquisition of Utility Easement - 1310
Branding Iron Lane - Kindig**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-193

WHEREAS, a public utility easement is required by the City of Grand Island, from Gerald R. Kindig and Patricia A. Kindig, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 9, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The southerly ten (10.0) feet of the westerly one hundred fifty (150.0) feet of Lot Twenty Seven (27) Western Heights Fourth Subdivision.

The above-described easement and right-of-way tract containing a total of 0.034 acres, more or less, as shown on the plat dated 7/22 /2011, 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 Gerald R. Kindig and Patricia A. Kindig., on the above-described tracts of land.

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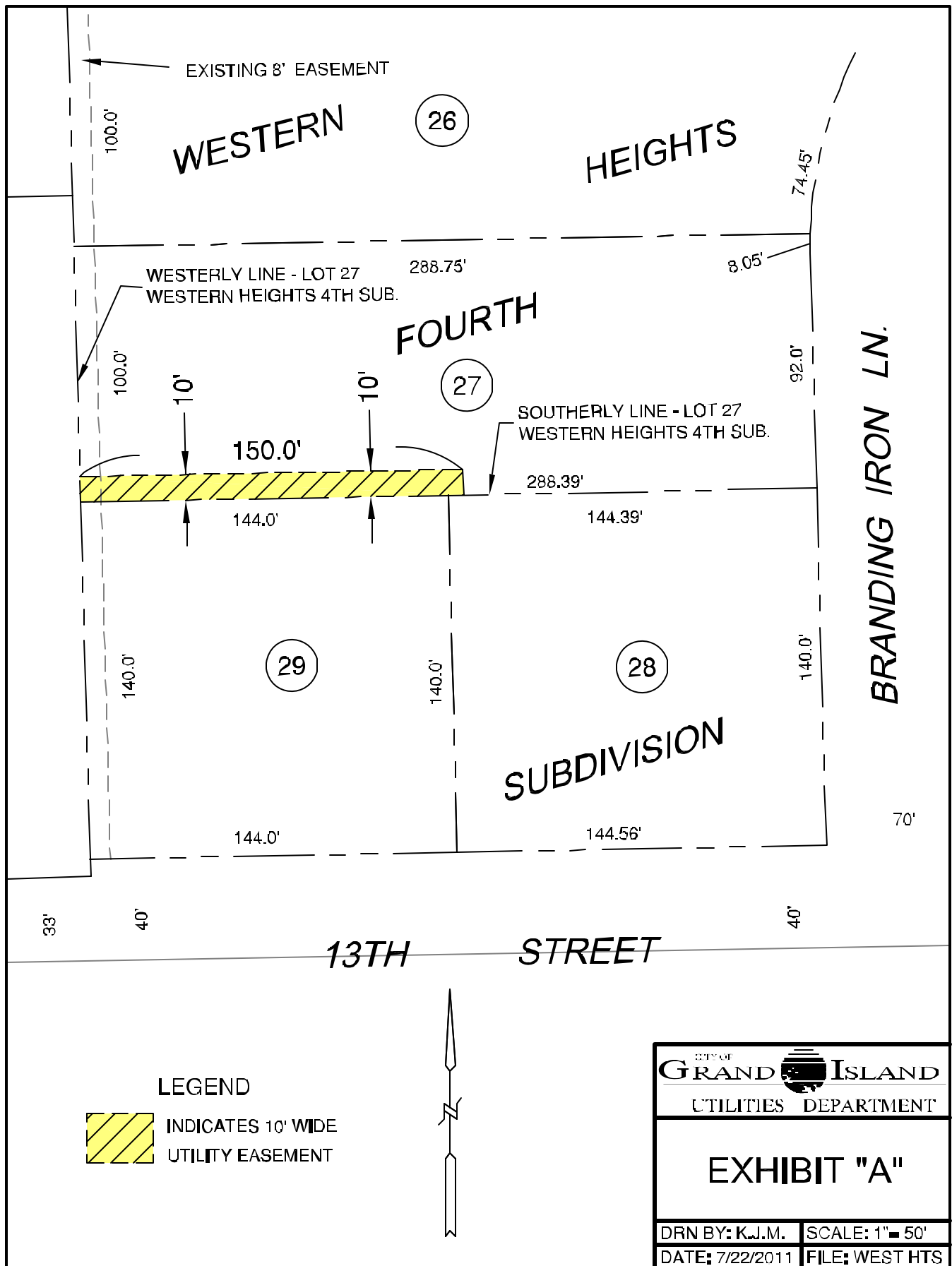
Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G10

**#2111-194 - Approving Corrected Utility Easement - 1839 & 1919
East 4th Street - Ummel**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-194

WHEREAS, a public utility easement is required by the City of Grand Island, from Tommy Ummel, Sr., Tommy Ummel, Jr., and Cary Ummel, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 9, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

TRACT 1

Commencing at the northeast corner of Lot One (1) Ummelville Subdivision; thence southwesterly along the northerly line of said Lot One (1), a distance of one hundred ninety two (192.0) feet to the ACTUAL Point of Beginning; thence southeasterly and perpendicular to the northerly line of said Lot One (1), a distance of twenty (20.0) feet; thence southwesterly and parallel with the northerly line of said Lot One (1), a distance of twenty (20.0) feet; thence northwesterly and perpendicular to the northerly line of said Lot One (1), a distance of twenty (20.0) feet to a point on the northerly line of said Lot One (1); thence northeasterly along the northerly line of said Lot One (1), a distance of twenty (20.0) feet to the said Point of Beginning.

TRACT 2

The centerline of a twenty (20.0) foot wide utility easement and right-of-way tract being more particularly described as follows:

Commencing at the southeast corner of Lot One (1) Brodsky Industrial Empire Subdivision; thence westerly along the southerly line of said Lot One (1), a distance of one hundred eighty six and sixty three hundredths (186.63) feet; thence northerly along the centerline of an existing twenty eight (28.0) foot wide utility easement as described in Miscellaneous Book 23, Page 201, recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of one hundred sixty five and sixty seven hundredths (165.67) feet to the ACTUAL Point of Beginning; thence deflecting left 95°39'44" and running westerly, a distance of forty (40.0) feet.

The above-described easement and right-of-way tracts containing a combined total of 0.028 acres, more or less, as shown on the plat dated 7/26/2011, 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 Tommy Ummel, Sr., Tommy Ummel, Jr., and Cary Ummel, on the above-described tracts of land.

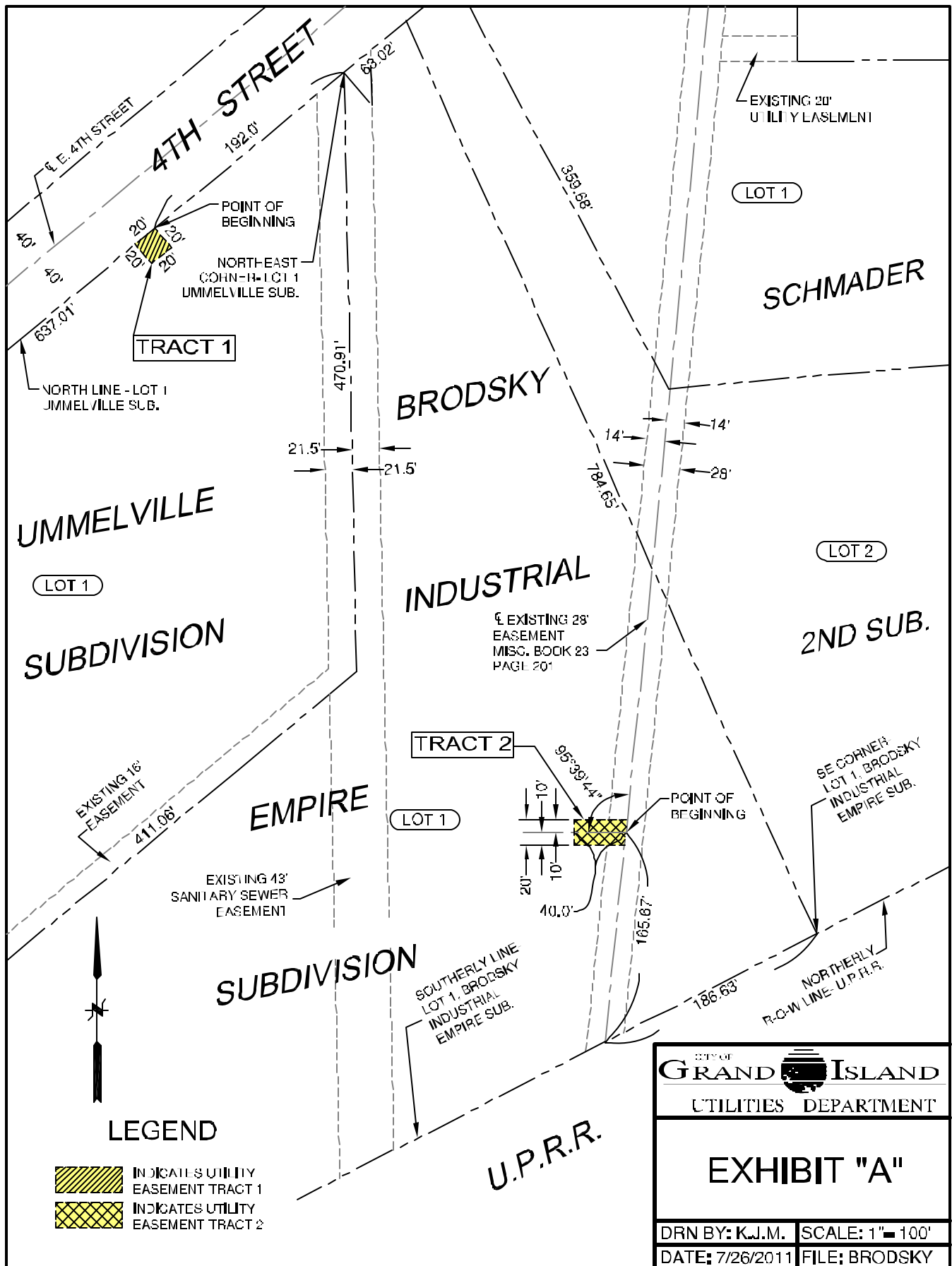
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G11

**#2011-195 - Approving Bid Award - Natural Gas Supply for
Burdick Station from October 1, 2011 through September 30, 2013**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, Asst. City Attorney/Purchasing

Meeting: August 9, 2011

Subject: Award of Natural Gas Supply Contract between the City of Grand Island and Seminole Energy Services

Item #'s: G-11

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Burdick Station generating units are fueled by either fuel oil or natural gas. They are most often used to meet summer peak electric demand, but can also be used other times of the year to meet unplanned conditions. The current natural gas supply contract for the Burdick Station Power Plant expires on September 30, 2011, therefore, bids for a natural gas supply were solicited to allow continuing operation of the plant. Because of the current soft market conditions, transport capacity is favorable and the term of this bid solicitation was specified for two years, expiring on September 30, 2013.

Discussion

The specifications for Natural Gas Supply were advertised and published in accordance with the City Procurement Code and bid documents were sent to three potential bidders. The bids were publicly opened at 2:15 p.m. on July 27, 2011. One bid was received from the current supplier, Seminole Energy Services of Holdrege, Nebraska. As is customary with fuel supply transactions, the bid prices were agreed to not be made public.

Since the natural gas usage is for emergency and peaking needs, the actual amount of gas used under the contract is not known at the time of award. The contract includes provisions to provide primary firm transport availability through the contract term, with the gas commodity price determined at the time of use based on price indices as published daily in an industry publication, Gas Daily Price Guide. The bid price from Seminole for the firm transport portion is less than the current price, while gas pricing provisions remain the same.

The submitted bid is compliant with the contract specifications and is recommended by the Utilities Department for approval.

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 award the Natural Gas Supply Contract to Seminole Energy Services of Holdrege, Nebraska.

Sample Motion

Move to approve to award the Natural Gas Supply Contract to Seminole Energy Services.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 27, 2011 at 2:15 p.m.

FOR: Natural Gas Supply to Burdick Power Station

DEPARTMENT: Utilities

FUND/ACCOUNT: 520

PUBLICATION DATE: July 6, 2011

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Seminole Energy Services
Holdrege, NE

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Larry Keown, Power Plant Supt.

P1488

RESOLUTION 2011-195

WHEREAS, the City Electric Department invited sealed bids for Natural Gas Supply Agreement through September 2013 to the Burdick Station Power Plant, according to the contract specifications on file at the Utilities Department office; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, on July 27, one bid was received, opened and reviewed; and

WHEREAS, Seminole Energy Services, with sales offices in Holdrege, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Seminole Energy Services, for the Natural Gas Supply Agreement through September 30, 2013, is hereby approved.

BE IT FURTHER RESOLVED, that an agreement between the City and such contractor be entered into for such project; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G12

**#2011-196 - Approving Bid Award for Purchase of Fly Ash from
Platte Generating Station**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, Asst. City Attorney/Purchasing

Meeting: August 9, 2011

Subject: Platte Generating Station Fly Ash Purchase

Item #'s: G-12

Presenter(s): Timothy Luchsinger, Utilities Director

Background

As part of the combustion process of the coal in the boiler at the Platte Generating Station, ash is entrained in the exhaust gas. This ash, referred to as fly ash, is then removed by pollution control equipment and is conveyed from the equipment to a storage silo. The ash must then be disposed in on-site landfill areas or used for off-site applications such as an additive for concrete or asphalt, or soil stabilization. The Department has traditionally contracted this disposal to companies who specialize in the handling and marketing of fly ash. The contractor is responsible for removal of the ash to ensure that the operation of the plant is not impacted, and typically either uses this ash in their products, or sells it to other such companies.

Discussion

The specifications for the Platte Generating Station Fly Ash Purchase were prepared and issued for bid in accordance with City purchasing procedures. This five year contract is based on a “take all” basis during each calendar year with a price per ton paid to the City. Responses were received from the following bidders.

Bidder	Bid Price
Ash Grove Resources, LLC, Topeka, KS	\$ 8.00 per ton
Flatwater Materials, Inc., Grand Island, NE	\$ 0.96 per ton

Both bids were evaluated to be compliant and the Utilities Department recommends that the bid for Fly Ash Purchase be awarded to Ash Grove Resources, LLC, of Topeka ,KS.

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 award the Bid to Ash Grove Resources, LLC, of Topeka, Kansas, as the high responsive bidder, with the bid purchase price of \$8.00 per ton.

Sample Motion

Move to approve the bid of \$8.00 per ton from Ash Grove Resources, LLC, for the Platte Generating Station Fly Ash Purchase as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 27, 2011 at 2:00 p.m.
FOR: Fly Ash Purchase for Platte Generating Station
DEPARTMENT: Utilities
FUND/ACCOUNT: 520
PUBLICATION DATE: July 6, 2011
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Flat Water Materials, Inc.</u> Grand Island, NE	<u>Ash Grove Resources, LLC</u> Topeka, KS
Exceptions:	None	None
Bid Price:	\$.96 per dry ton	\$8.00 per dry ton

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Supt. - PGS

P1487

RESOLUTION 2011-196

WHEREAS, the City of Grand Island invited sealed bids for Platte Generating Station Fly Ash Purchase from the Utilities Department, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 27, 2011, bids were received, opened and reviewed; and

WHEREAS, Ash Grove Resources, LLC, of Topeka, Kansas, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$8.00 per equivalent dry ton.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Ash Grove Resources, LLC, of Topeka, Kansas, in the amount of \$8.00 per equivalent dry ton to purchase fly ash from Platte Generating Station is hereby approved as the highest responsive bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G13

**#2011-197 - Approving Greener Nebraska Towns 2011 Program
Grant Agreement**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: August 9, 2011

Subject: Approving Greener Nebraska Towns Program Grant Agreement

Item #'s: G-13

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The City of Grand Island is one of eight Nebraska communities that has been selected to receive a \$55,000 Greener Nebraska Towns Program grant. In March 2011, the City applied for a Greener Nebraska Towns Initiative grant that would enable Grand Island to create short and long-range greenscape goals and a green community education plan. A planning committee, comprised of city staff and community representatives, was formed to identify potential community greenscape needs, collect information for the grant and create a comprehensive list of potential project partners if the grant was awarded.

Between 1995 and 2009, the community has received 16 grants from the Nebraska Statewide Arboretum for landscape development and tree plantings. Some beneficiaries of these grants have been the City, Parks & Recreation, Downtown Grand Island, Plum Street Station, educational facilities, many transportation routes and the Senior Center. The Greener Nebraska Towns Initiative is a new program that encouraged communities to submit an application that:

- builds on the EPA Phase II work of the Public Works Stormwater Technician in reducing stormwater runoff and associated problems (pollution, erosion, etc.)
- reduces consumption of municipal water for landscape irrigation
- improves community forest, including increasing tree canopy and greater tree diversity
- improves biodiversity across the community
- reduces energy consumption
- creates a more aware and better educated public regarding landscape sustainability, and
- creates a greener, cleaner, more attractive, livable and viable community

Discussion

Grand Island is one of eight communities across Nebraska that were selected as a Greener Nebraska Towns partner community. The \$55,000 grant will enable each partner community to intensively plant trees, implement waterwise landscape demonstration projects and implement public outreach and education activities. The Initiative is coordinated by the Nebraska Forest Service (NFS) in partnership with the Nebraska Statewide Arboretum, Inc. (NSA). Grant funds to partner communities are provided by the Nebraska Environmental Trust (NET), a beneficiary of the Nebraska lottery. The other communities include Scottsbluff, Bellevue, Fremont, Hastings, Ralston, North Platte and Chadron.

The project will include the planting of at least 300 trees at key locations within the community and the implementation of at least one "waterwise" landscape project that demonstrates the wise use of water in the landscape. Grant funds will be allocated over a two-year period and require a 1:1 match from the community. Matching funds must comprise 50% of any project funded with the grant. The project timeframe will be July 1, 2011 to November 30, 2013.

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 2011 Greener Nebraska Towns Project Agreement.

Sample Motion

Motion to approve the 2011 Greener Nebraska Towns Project Agreement and authorize the Mayor to sign all grant related documents.

RESOLUTION 2011-197

WHEREAS, the City of Grand Island, Nebraska, is one of eight Nebraska communities that has been selected to receive a Greener Nebraska Towns Program grant; and

WHEREAS, the \$55,000 grant will enable each partner community to intensively plant trees, implement waterwise landscape demonstration projects and conduct public outreach and education activities; and

WHEREAS, the project will include the planting of at least 300 trees at key locations within the community and the implementation of at least one "waterwise" landscape project that demonstrates the wise use of water in the landscape; and

WHEREAS, grant funds will be allocated over a two-year period from July 1, 2011 to November 30, 2013 and require a 1:1 match from the community.; and

WHEREAS, the required 1:1 cash match will be met by the City and community through a variety of sources.

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

1. The City of Grand Island, Nebraska is hereby authorized accept the 2011 Greener Nebraska Towns grant; and
2. The Mayor is hereby authorized and directed to execute the Project Agreement and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G14

**#2011-198 - Approving Storm Water Management Plan Program
Grant Application**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Sekutera, Storm Water Technician

Meeting: August 9, 2011

Subject: Approving Storm Water Management Plan Program Grant Application

Item #'s: G-14

Presenter(s): John Collins, 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. During the 2011 year the City has been operating on an Administrative Extension, with a new 5 year permit cycle expected to be January 1, 2012 through December 31, 2017.

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).

Grant awards are distributed to applicants according to population size. The Public Works Department will prepare the attached grant application and forward to the Department of Environmental Quality for request of these funds.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$377,590.59 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; municipal evaluations and facility run-off control planning; mapping of the storm sewer system; and implementing BMPs at City owned facilities.

Additionally, the grant funds have purchased a vehicle, GPS equipment, printer/plotter 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 2, 2011. 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, 2013.

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.

NEBRASKA 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

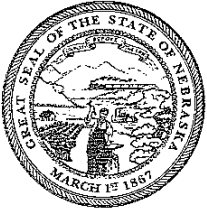
Submittal of this application constitutes a request for grant funding from the Storm Water Management Plan Program. Requirements of this grant are as follows:

- 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 NPDES Municipal Separate Storm Sewer permit NER300010
- These funds may not be used for normal operations and maintenance or flood control
- The project duration must not go beyond June 30, 2013
- 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

PROJECT MANAGER INFORMATION – PLEASE PRINT OR TYPE

PROJECT MANAGER NAME Scott A. Sekutera		TITLE Storm Water Technician	
STREET ADDRESS 100 E 1st Street		E-MAIL ADDRESS ssekutera@grand-island.com	
CITY / STATE / ZIP CODE Grand Island, Ne 68802-1968		PHONE NUMBER 308 385-5444 Ext 270	
MAXIMUM AWARD AMOUNT REQUESTED \$364,999		PROJECT END DATE 6-30-2013	
COGNIZANT OFFICIAL SIGNATURE Mayor		DATE	



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Michael J. Linder

Director

Suite 400, The Atrium
1200 'N' Street
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186
FAX (402) 471-2909
website: www.deq.state.ne.us

July 22, 2011

Mr. Scott Sekutera
City of Grand Island
PO Box 1968
Grand Island, NE 68802-1968

RE: 2011 Storm Water Management Plan Grant Program – Application and Changes

Dear Scott:

The Nebraska Legislature passed LB1226 in 2006, which established the Storm Water Management Plan Program. This grant program has provided five years of funding to cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs). A sixth year of grant funding is now available for distribution to these same cities and counties. **There have been a few changes to the program this year. The funds available to cities and counties has been reduced by \$500,000 from last year's amount with the total available this year at \$1,824,996. The award amounts this year will reflect the population changes in the 2010 Census. Finally, the Department is no longer requiring the use of a workplan that is separate from the Storm Water Management Plan. Instead, cities and counties will work directly from their approved NPDES MS4 Stormwater Management Plan when making decisions on how to spend the grant and matching funds.**

The **City of Grand Island**, permit #NER300010, is entitled to at least \$73,978 and no more than \$364,999 of these funds. Applicants located within urbanized areas will receive their share of funding from 80% of the total amount available and, those in non-urbanized areas will receive their share from 20% of the total. Funding within each category will be distributed amongst the applicants based on their population. If every eligible applicant in your category requests funding, you will receive the minimum amount – if fewer apply, you will receive a larger share.

If interested in obtaining funding, a signed copy of the enclosed application must be mailed (or emailed) to me by Friday, September 16th. Please let me know if you'd like an electronic copy of the application.

Enclosed are a 2011 Storm Water Management Plan Program timeline and the one page grant application. **Please be aware that 2011 grant funds will be disbursed only after the 2009 Storm Water Management Program Plan Grant (fourth LB1226 grant) has been closed-out and all stormwater grant reporting requirements have been met.**

If you have any additional questions, please contact me by e-mail at mary.schroer@nebraska.gov or by phone at 402-471-6988.

Sincerely,

Mary Schroer

Mary Schroer
Stormwater Coordinator

Enclosures

CC: Terry Brown

TIMELINE FOR 2011 STORM WATER MANAGEMENT PROGRAM GRANT

- September 15, 2011 Applications must be received in the NDEQ Lincoln office no later than this date. Signed applications may be submitted electronically. Please contact me for an electronic application.
- End of September An Intergovernmental Agreement will be mailed to applicants for the cognizant official's signature.
- November 1, 2011 The signed Intergovernmental Agreement must be mailed to the Lincoln NDEQ office.
Recipients will receive the full grant amount by direct deposit within 30 days of NDEQ's receipt of the signed Intergovernmental Agreement providing the 2009 Storm Water Management Plan Grant (fourth LB1226 grant) has been closed-out and all other stormwater grant reporting requirements have been met.
- July 31, 2012 **The first annual report for the new grant is due.** The first annual report covers project activity from grant inception (the date the intergovernmental agreement is signed) to June 30, 2012. If no funds have been expended, please send a letter or email stating so.
- Also due at this time is an annual report for any other stormwater grants that are open. **(Please note: NPDES MS4 Permit reporting requirements are separate from the grant reporting requirements.)**

RESOLUTION 2011-198

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 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 \$73,978.00 and no more than \$364,999.00 from the State of Nebraska; and

WHEREAS, the City is requesting \$364,999.00 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 2, 2011.

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 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G15

#2011-199 - Approving Agreement with Kirkham Michael & Associates for Engineering Consulting Services for Inspection, Structural Analysis and Evaluation of the Eddy Street and Sycamore Street Underpasses

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Gripenstroh, Project Manager

Meeting: August 9, 2011

Subject: Approving Agreement with Kirkham Michael & Associates for Engineering Consulting Services for Inspection, Structural Analysis and Evaluation of the Eddy Street and Sycamore Street Underpasses

Item #'s: G-15

Presenter(s): John Collins, Public Works Director

Background

Statements of Qualification were solicited from Consulting Engineering Firms for performing inspection, structural analysis and evaluation of the Eddy Street and Sycamore Street Underpasses.

These services will provide a thorough evaluation of the different structural components of the underpasses, including retaining walls, sidewalk tunnels, bridges carrying rail traffic, bridges carrying vehicular traffic, roadway pavement, and provide an analysis of the drainage systems adequacy, inspection routines and maintenance. A final report with a summary of findings and recommendations for repairs will be prepared.

Discussion

Two (2) statements of qualification were received. On July 8, 2011, a committee comprised of Manager of Engineering Services Terry Brown, Project Manager Scott Gripenstroh, and Engineering Technician Paul Schwaderer evaluated the statements of qualification based on established criteria. Kirkham Michael & Associates, Inc. of Omaha, Nebraska was selected and an agreement was negotiated for the work to be performed at actual costs with a maximum amount of \$42,932.20.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement.

Sample Motion

Move to approve the agreement with Kirkham Michael & Associates to perform the engineering services.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR STATEMENTS OF QUALIFICATION
FOR
ENGINEERING CONSULTING SERVICES FOR
EDDY & SYCAMORE STREET UNION PACIFIC RAILROAD UNDERPASSES**

RFP DUE DATE: July 7, 2011 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: June 17, 2011

NO. POTENTIAL BIDDERS: 12

SUMMARY OF PROPOSALS RECEIVED

Olsson & Associates
Grand Island, NE

Kirkham Michael
Omaha, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Scott Griepenstroh, PW Project Mgr.

P1482

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2011, by and between **Kirkham, Michael & Associates, Inc.** hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of a **Request for Statement of Qualifications for Professional Engineering Consulting Services Related to Grand Island Eddy Street and Sycamore Street Union Pacific Railroad Underpasses for the City of Grand Island**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Consultant submitted the best proposal based on the evaluation criteria listed in the Request For Statement of Qualifications, Exhibit D, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the **Grand Island Eddy Street and Sycamore Street Union Pacific Railroad Underpasses Qualification Form** with terms & conditions submitted by the Consultant, Exhibit A, a copy thereof being attached to and made a part of this agreement;

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

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached **Exhibit B, Scope of Services, for Professional Engineering Consulting Services Related to Grand Island Eddy Street and Sycamore Street Union Pacific Railroad Underpasses for the City of Grand Island** as Submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's proposal;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum of **Forty Two Thousand, Nine Hundred Thirty Two Dollars (\$42,932.00)** for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in Exhibit C of this agreement.

ARTICLE III. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE IV. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national

origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE V. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VI. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE VIII. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

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

Jason Eley, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specially "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

Exhibit B

City of Grand Island, Nebraska Union Pacific Railroad (UPRR) Underpasses Eddy Street and Sycamore Street

Scope of Services

I. Project Understanding

This project consists of retaining wall and pedestrian tunnel inspection, structural analysis, and evaluation, drainage evaluation, pavement evaluation, bridge inspection, and material sampling and testing of the Eddy Street and Sycamore Street UPRR Underpass structures in Grand Island, Nebraska. The project limits of the Eddy Street Underpass are from W. 3rd Street to W. 4th Street and the project limits of the Sycamore Street Underpass are from E. 3rd Street to E. 4th Street, not including the intersections. A final report with a summary of findings and recommendations for repairs will be prepared and presented to the City Council.

II. Inspection of Underpasses

- A. Perform detailed visual inspection of retaining walls, pedestrian tunnels, and handrails, in accordance with Nebraska Department of Roads (NDOR) and National Bridge Inspection Standards (NBIS) requirements.
- B. Document deficiencies, i.e., cracking, spalling, deflections, corrosion, and impact damage, with photos, sketches, and measurements. Estimate depth and surface area of distressed areas.
- C. Prepare a structure condition report for each underpass.

III. Structural Analysis and Evaluation

- A. Review existing plans and condition reports of the underpass structures.
- B. Interview City personnel to obtain historic information regarding repairs, on-going problems, etc.
- C. Determine the structural adequacy of the retaining walls and pedestrian tunnels based on as-built plans provided by the City.

- D. Develop potential repair solutions.
- E. Prepare opinions of probable costs for each solution.
- F. Coordinate with the City to prioritize repairs.
- G. Develop construction schedule for implementation of repairs.

IV. Detailed Inspection and Evaluation Services

A. Bridge Inspection

- 1. Inspect four (4) single span reinforced concrete bridge superstructures in accordance with NDOR and NBIS requirements and update the NDOR PONTIS database.
 - a. Eddy Street
 - 1. N. Front Street Bridge
 - 2. Mill Drive Bridge
 - b. Sycamore Street
 - 1. Industry Overpass
 - 2. S. Front Street Bridge
- 2. Input three (3) bridges into the NDOR PONTIS database system
 - a. Eddy Street
 - 1. N. Front Street Bridge
 - 2. Mill Drive Bridge
 - b. Sycamore Street
 - 1. Industry Overpass
 - 2. S. Front Street Bridge has been added to the NDOR PONTIS database by the City

B. Drainage System Evaluation

- 1. Review City of Grand Island GIS maps and as-built plans of the storm sewer system for the underpasses and interview city personnel to determine existing drainage problems.
- 2. Conduct on-site inspection of the drainage system, including inlets, pumps, and local drainage patterns.
- 3. Determine adequacy of drainage system. Limit analysis to the drainage system in the vicinity of the underpasses. Assumption will be made that

the capacity of the drainage system beyond the underpasses is adequate and no analysis of the system beyond the underpasses will be performed.

4. Evaluate current inspection and maintenance procedures. Interview appropriate city personnel to determine frequency and extent of current inspection procedures. Recommend revisions to the current inspection and maintenance procedures.
5. Identify and develop repair alternatives/improvements to the existing underpass drainage systems.
6. Prepare opinions of probable costs for each repair/improvement.

C. Pavement Evaluation

1. Review existing plans and conduct interviews of appropriate city staff to determine scope and extent of existing pavement repairs.
2. Develop criteria for determining condition of the pavement.
3. Conduct a sub-base drainage survey, measure deflection, and obtain field samples and tests. Evaluate joint faulting through visual inspection.
4. Identify areas of concern.
5. Develop a program for reconstruction, rehabilitation, and maintenance.
6. Prepare opinions of probable costs for each component.

D. Material Sampling and Testing

1. Retaining Walls
 - a. Review as-built plans and visually inspect the retaining walls to determine areas of excessive deflection, settlement and spillage of backfill materials through vertical wall joints.
 - b. Coordinate with structural engineer and identify location of needed cores in retaining walls and in backfill areas.
 - c. Conduct coring of walls, backfill pavement, and soils and obtain material samples.
 - d. Detect voids behind wall using Ground Penetrating Radar.
 - e. Provide recommendations for repairs/mitigation.
2. Pavement
 - a. Core concrete pavement at strategic locations.

- b. Submit cores to lab for compression testing.
- c. Recommend concrete repairs or replacement.

V. Final Report

- A. Prepare Final report that includes the following:
 - 1. Project data
 - 2. Discussion of alternatives for each component.
 - 3. Pedestrian considerations – lighting, ADA
 - 4. Summary of findings
 - 5. Recommendations for repairs/improvements.
 - 6. Summary of project costs
 - 7. Construction schedule
 - 8. Address railroad bridge inspections by UPRR
- B. Submit draft Final report to appropriate City personnel for review and comment.
- C. Present Final Report to the City Council.

VI. Meetings

- A. Attend Project Kick-off Meeting
- B. Attend one Public Information Meeting
- C. Present Final Report to City Council

VII. Not Included in Scope of Services

- A. Traffic Control required for inspection of the retaining walls and vehicular bridges and for obtaining material samples of the retaining wall and pavement.
- B. Inspection of the UPRR overpass structures over Eddy Street and Sycamore Streets.
- C. Environmental Services.

VIII. City to Provide

- A. As-built plans of Eddy Street and Sycamore Street Underpass structures.
- B. Traffic Control required for inspection of the retaining walls and vehicular bridges and for obtaining material samples of the retaining wall and pavement.

Exhibit C

City of Grand Island Union Pacific Railroad Underpasses Eddy Street and Sycamore Street

PROPOSED TASKS AND FEE

RAW LABOR	Classification	Principal/	Clerical	Project Manager	PE Designer	Eng CADD Tech	Inspector	Constr. Observer	Land Surveyor	Survey Crew		Total Hours	Raw Labor Costs
		QA											
	Rate		\$43.27	\$19.50	\$43.27	\$35.00	\$30.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASKS													
Inspection of Underpasses		0	0	0	6	0	0	40	0	0	0	46	\$1,659.62
Structural Eval. and Analysis		0	0	0	12	40	4	0	0	0	0	56	\$2,039.24
Bridge Inspection		0	0	0	0	0	3	22	0	0	0	25	\$860.00
Drainage System Analysis		1	0	0	0	32	3	0	0	0	0	36	\$1,253.27
Pavement Evaluation		1	0	0	0	32	3	0	0	0	0	36	\$1,253.27
Material Sampling & Testing		0	0	0	4	8	0	0	0	0	0	12	\$453.08
Final Report		2	8	8	15	9	6	0	0	0	0	40	\$1,386.59
Meetings		2	0	0	10	10	0	0	0	0	0	22	\$869.24
TOTAL RAW LABOR COST		\$259.62	\$156.00	\$2,033.69	\$4,585.00	\$570.00	\$2,170.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,774.31

OTHER DIRECT COSTS & SUBCONSULTANTS	Maps, Photos, etc.	Postage & Delivery	Printing	Telephone & FAX	Travel, Meals, & Lodging	Health & Safety Program	Field Equipment	Other	SUB 1		SUB 2		Direct Costs
									Terracon				
TASKS													
Inspection of Underpasses					\$120.00								\$120.00
Structural Eval. and Analysis					\$50.00								\$50.00
Bridge Inspection					\$60.00								\$60.00
Drainage System Analysis					\$120.00								\$120.00
Pavement Evaluation					\$120.00								\$120.00
Material Sampling & Testing					\$0.00					\$10,000.00			\$10,000.00
Final Report					\$50.00								\$50.00
Meetings			\$50.00										\$50.00
TOTAL DIRECT COST	\$0.00	\$0.00	\$50.00	\$0.00	\$520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,570.00

Total Raw Labor		\$9,774.31
Overhead		1.9562
Total labor + Overhead		\$28,894.82
Profit		12%
Total Direct Expenses		\$3,467.38
Total Cost		\$10,570.00
		\$42,932.19

Exhibit D

ADVERTISEMENT

REQUEST FOR STATEMENT OF QUALIFICATION FOR ENGINEERING CONSULTING SERVICES RELATED TO GRAND ISLAND EDDY STREET AND SYCAMORE STREET UNION PACIFIC RAILROAD UNDERPASSES CITY OF GRAND ISLAND, NEBRASKA

The City of Grand Island Public Works Office is requesting contract specific statements of qualification (RFQ) and performance data for professional engineering services. The City will select one (1) consultant based on committee evaluation to enter into an agreement for engineering services regarding the Union Pacific Railroad Underpasses at Eddy Street and Sycamore Street in Grand Island. The City desires practical applications which best accomplish the objectives of the requested services while incorporating innovative and cost effective methods.

Construction plans of the Eddy Street and Sycamore Street underpasses are available for viewing upon request.

SUBMISSION DATE: July 7, 2011

(Statements of qualification received after 4:00p.m. on this date **WILL NOT** be considered.)

The work to be performed is described in the Draft Scope of Services. If interested, submit four (4) copies of the required information to the City Clerk, City Hall, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802-1968; Attention: Statement of Qualification, Grand Island Eddy Street and Sycamore Street Union Pacific Railroad Underpasses.

If the firm has any questions regarding this request or the Draft Scope of Service, please contact Mr. Scott Gripenstroh at (308) 385-5444, extension 260, or scottg@grand-island.com.

All work is to be coordinated by the direct supervision of experienced engineers registered in the State of Nebraska.

Statements of qualification and performance data will be evaluated on the following criteria.

- Technical approach
- Project team
- Past performance

The consultant shall comply with the City's insurance requirements, LB 403, Article X, Budget Year, and the Gratuities and Kickbacks policy.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contract entered into pursuant to this

advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Mary Lou Brown
308-385-5444, extension 140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards, City Clerk

CITY OF GRAND ISLAND REQUEST FOR STATEMENTS OF QUALIFICATION

Request for Statements of Qualification For Consulting Engineering Services Grand Island Eddy Street and Sycamore Street Union Pacific Railroad Underpasses

The City of Grand Island Public Works Office is requesting contract specific statements of qualification (RFQ) and performance data for professional engineering services. The City will select one (1) consultant based on committee evaluation to enter into an agreement for engineering services regarding the Union Pacific Railroad Underpasses at Eddy Street and Sycamore Street in Grand Island. The City desires practical applications which best accomplish the objectives of the requested services while incorporating innovative and cost effective methods.

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The statement of qualification must contain the following information:

(Standard Form 330; Part I; Required, Part II; Not Required)

- 1) Resumes of key technical personnel who will actually be assigned to the project
- 2) A list of similar services completed by the firm and the firm's personnel to be assigned to this project. The list shall include the name of the client/ contact person and a telephone number for each reference project.
- 3) If the firm has more than one office, a list as to the amount of work to be completed in each office, i.e., the primary location/ office for each of the key technical personnel to be assigned to this project; the type of work to be completed in each office and the percentage of the total project work to be completed in each office.
- 4) A list of any sub-consultants that are to be used on this project, indicate the type of work to be completed by each sub-consultant and the percentage of the total project work to be completed by each sub-consultant.

- 5) A statement detailing the firm's approach in undertaking the requested services.
- 6) A statement detailing the firm's approach to anticipated special consulting aspects/issues. The detail of this information should be relative to the complexity of the requested engineering services.
- 7) The fee schedule shall include labor and expense rates for the range of labor categories anticipated for the requested services. The consultant selected may be retained as the City's consultant to provide bidding and construction services if necessary.

All work is to be coordinated by the direct supervision of experienced engineers registered in the State of Nebraska.

Statements of qualification and performance data will be evaluated on the following criteria.

- Technical approach
- Project team
- Past performance

The consultant shall comply with the City's insurance requirements, LB 403, Article X, Budget Year, and the Gratuities and Kickbacks policy.

Payment for the engineering services will be determined by hours worked plus miscellaneous expenses, up to a predetermined "not to exceed" amount. Time estimates for various portions of engineering services, man-hours by classification, and miscellaneous expenses shall be provided to the City at its request.

The City will not pay any costs incurred by the firm in preparing or submitting the contract-specific statement of qualifications. The City reserves the right to modify or cancel, in part or in its entirety, this public announcement. The City reserves the right to reject any or all contract-specific statement of qualifications, to waive defects or informalities, and to offer to contract with any firm in response to any contract-specific statements of qualification. This contract-specific statement of qualification does not constitute any form of offer to contract.

DRAFT SCOPE OF SERVICES

This draft scope of services is being provided so responding consultants may become aware of the potential scope of work involved. The selected consultant will work with the City to develop a detailed scope of work as part of the services to be provided. The selected consultant shall utilize existing plans and perform a preliminary site inspection to develop the detailed scope of work.

Retaining Walls and Sidewalk Tunnel

1. Evaluate and report adequacy of design.
2. Propose and perform inspection and testing method(s) to assess structural integrity.
3. If necessary, propose methods to correct structural deficiencies and develop cost estimates.

4. Evaluate condition of wall joints to determine adequacy to prevent loss of backfill material.
5. If necessary, propose wall joint rehabilitation methods and develop cost estimates.

Backfill Supporting Adjacent Pavement

1. Evaluate and report existence and extent of voids caused by loss of backfill material through retaining wall joints.
2. If necessary, propose corrective measures and develop cost estimates.

Drainage Systems

1. Evaluate and report adequacy of design.
2. Evaluate current inspection methods and maintenance routines and propose improvements if necessary.
3. If necessary, propose drainage system improvements and develop cost estimates.

Concrete Pavement (Street)

1. Propose criteria for determining the structural condition of the existing pavement and sub-base.
2. Conduct sampling and testing methods for determining the structural condition of the existing pavement and sub-base.
3. Propose rehabilitation/reconstruction schedule and develop cost estimates.

The selected consultant shall prepare a report summarizing findings that is accessible and understandable to the general public. The report shall include an appendix containing appropriate supporting technical data.

The City reserves the right to use the selected consultant for any construction services. These services shall include, but not be limited to the following activities:

1. Administration of construction contracts.
2. Continuous monitoring of construction progress.
3. Accurate and detailed records of the projects and submission of reports.
4. Coordination of any affected field changes and processing change orders.
5. Administration of the billing and payment procedures for the contract.
6. Materials testing coordination.
7. Construction surveying and staking.
8. Final project inspection, certification of project completion, and project closeout.
9. Prepare Record Documents.

MINIMUM INSURANCE REQUIREMENTS

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Agreement. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on

certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the agreement. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

TITLE VI: The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to *this* invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability /handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

End of Notice of Public Announcement

RESOLUTION 2011-199

WHEREAS, the City of Grand Island invited qualifications for engineering consulting services related to the Grand Island Eddy Street and Sycamore Street Union Pacific Railroad Underpasses, according to Request for Statement of Qualifications on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 7, 2011 statement of qualifications were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, Kirkham, Michael & Associates, Inc. of Omaha, Nebraska submitted a statement of qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum amount of \$42,932.20.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Statement of Qualifications from Kirkham, Michael & Associates, Inc. of Omaha, Nebraska for engineering consulting services related to the Grand Island Eddy Street and Sycamore Street Union Pacific Railroad Underpasses is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G16

#2011-200 - Approving Agreement for Engineering Consulting Services Related to State Street and Capital Avenue Connector Trail Project

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: August 9, 2011

Subject: Approving Agreement for Engineering Consulting Services Related to State Street and Capital Avenue Connector Trail Project

Item #'s: G-16

Presenter(s): John Collins, Public Works Director
Scott Griepenstroh, Project Manager

Background

All agreements must be approved by the City Council.

The Federal-aid Transportation Enhancement (TE) Program provides funding to construct and restore transportation infrastructure that are not eligible to be funded through other programs. TE activities offer funding opportunities to help expand transportation choices and enhance the transportation experience. Project types eligible for this funding are hike/bike trails, historic preservation, and scenic or historic byways. Currently approved projects can receive up to 80% Federal funding with a \$500,000 limit.

In 2008, the City of Grand Island requested TE Program funds for the State Street and Capital Avenue Connector Trail project. The request was eventually approved and the Program Agreement with the Nebraska Department of Roads (NDOR) was executed May 7, 2010. Changes in the Department of Roads program management requirements have delayed the project but the funds are still allocated to the project.

This Trail Project will construct a 0.5 mile, 10' wide concrete recreational trail for bicycle and pedestrian use in northwest Grand Island. This project will begin on the State Street Trail 0.5 mile west of US Highway 281, extend north within City right-of-way along the west side of the Moores Creek Drainway, and end at the west end of concrete trail that was recently completed along Capital Avenue under project STPAA-5436 for the Eagle Scout Trail.

On May 9, 2011, after receiving Notice-to-Proceed from NDOR, the Engineering Division of the Public Works Department advertised for proposals for preliminary engineering and environmental clearance services.

Discussion

Three (3) proposals for preliminary engineering and environmental clearance services were received. Interviews were conducted June 9 and 10 by the Engineering Division of the Public Works Department. The Schemmer Associates, Inc. of Lincoln Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

The Nebraska Department of Roads and Sinclair Hille Architects, as the program administrator, have approved the selection and prepared the attached agreement. The work is to be performed at actual costs with a maximum amount of \$87,043.53.

The project is scheduled to be constructed in 2012.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with O'Malley Drilling, Inc. of Blaire, Nebraska as a sub-consultant.

Sample Motion

Move to approve the agreement.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING CONSULTING SERVICES RELATED TO
STATE STREET & CAPITAL AVENUE CONNECTOR TRAIL**

RFP DUE DATE: June 2, 2011 at 4:15 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: May 9, 16, & 23, 2011

NO. POTENTIAL BIDDERS: 10

SUMMARY OF PROPOSALS RECEIVED

Speece/Lewis Engineers
Lincoln, NE

Olsson Associates
Grand Island, NE

Miller & Associates
Kearney, NE

Schemmer Associates
Lincoln, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Scott Grepenstroh, PW Project Mgr.

P1477

**LPA – CONSULTANT
ENGINEERING AGREEMENT**

CITY OF GRAND ISLAND
THE SCHEMMER ASSOCIATES
PROJECT NO. ENH-40(59)
CONTROL NO. 42650
GRAND ISLAND CONNECTOR TRAIL
STATE STREET AND CAPITAL AVENUE
PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES

THIS AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska hereinafter referred to as the Local Public Agency or LPA, and The Schemmer Associates, hereinafter referred to as the Consultant.

WITNESSETH

WHEREAS, the LPA desires to engage the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and

WHEREAS, the Consultant and LPA intend that the services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address:

<http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means The Schemmer Associates, Inc. and any employees thereof, whose business and mailing address is 134 South 13th Street, Suite 1100, Lincoln, NE 68508, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of O'Malley Drilling, Inc., whose business and mailing address is PO Box 426, Blair, NE 68008 and EA Engineering, Science and Technology, Inc. and any employees thereof, whose business and mailing address is 221 sun Valley Blvd, Suite D, Lincoln, NE 68528, and,

"LPA" means a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary engineering and environmental documentation services for Project No. ENH-40(59), Control No.42650, in Hall County, Nebraska. The scope shall be developed in accordance with the LPA manual and attached hereto as Exhibit "B".

SECTION 3. PERSONNEL

The Consultant has furnished a personnel chart or list in EXHIBIT "D". Personnel who are added to Exhibit "D" as replacements must be persons of comparable training and experience. Personnel added to Exhibit "D" as new personnel and not replacements must be qualified to perform the intended work. The Consultant shall notify the LPA of any personnel changes. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as

the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form, available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that at the request of the LPA, the Consultant shall provide the LPA a detailed report of the product and progress of the work and allow inspection of the existing work product. From time to time, additions, deletions, changes, elaborations, or modifications of the services performed under the terms of this agreement may be determined by the LPA to be desirable or preferable. These changes will be made by supplement agreement.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal

funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule in attached EXHIBIT "E" and shall complete all work required under this agreement in a satisfactory manner by December 30, 2011 or approximately 165 days after Notice to Proceed has been issued.

Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the Consultant's fee.

SECTION 7. FEES AND PAYMENTS

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$9,325.71, as defined in paragraph D of this section, and up to a maximum amount of \$77,717.85 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$87,043.56.
- B. Occasionally, the conditions of this agreement may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:
 - That the additional work is beyond the scope of services initially negotiated with Consultant; and
 - That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
 - That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the Consultant Work Order Form (DR Form 250) to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the estimated total additional fee. DR Form 250 is available on the State's webpage at: www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The Consultant Work Order must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more Consultant Work Orders have been authorized and approved for federal funding.

- C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the NOTICE TO PROCEED AND COMPLETION Section of this agreement or as provided in a written time extension notification.
- D. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect non-labor costs, and direct payroll additives. The fixed-fee is not allowable upon direct non-labor costs. The fee for profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "13.2%".
- E. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
 - (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
 - (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan, except for those pay periods where the employee works more hours than normally expected. In those pay periods, the hourly rate for project billing purposes shall be the actual rate determined by dividing the actual compensation for that pay period by the actual hours reported, including paid absences, for that pay period.

Hours worked includes paid absences, such as: holiday, vacation, sick leave, administrative leave, etc.

- (b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

- (2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures - currently 55.5 cents per mile.

Company Survey Vehicle - Currently 58 cents per mile (2.5 cents above Company Automobile/Pick-up truck)

Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

Air fare - Actual reasonable cost giving the State all discounts

Lodging - **Actual cost – excluding taxes and fees**: Not to exceed the federal lodging reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

Not to exceed *\$70.00 per person daily

*Omaha/Douglas County, not to exceed

\$101.00 per person daily

Meals - **Actual cost – including tax and gratuity**: Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

	Statewide	Omaha/Douglas County
Breakfast	\$ 7.00	\$ 10.00
Lunch	11.00	15.00
Dinner	<u>23.00</u>	<u>31.00</u>
Totals	<u>\$41.00</u>	<u>\$56.00</u> <u>(Includes tax and gratuity)</u>

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or

(b) Employee is on overnight travel.

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.

(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or

(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or

(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed \$41.00 per person, with the exception of Omaha/Douglas County, which must not exceed \$56.00 per person (includes tax and gratuity). When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

- F. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals and in accordance with the "LPA Reimbursement Procedure" located on the State's webpage at: www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies.

The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed-fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period

3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at
www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

- G. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA and State determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and fixed fee upon acceptance by the LPA and State, a final audit of all invoiced amounts will be completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

- H. The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies at the expense of the requestor.

SECTION 8. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA, State or the FHWA, or any acceptance or use of the work product of the Consultant, will not be considered to be a full and

comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete the work, and receive written approval from the LPA before the Consultant begins the work. Any such work performed by the Consultant prior to written approval of the LPA will be done at the expense of the Consultant.

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time. Such suspension or termination may be affected by the LPA giving the Consultant seven days written notice.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments,

pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged

to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

“CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the Consultant Coordinator prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the State for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. NONDISCRIMINATION

- A. **Compliance with Regulations:** During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. **Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and

shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultants/Subcontractors will provide field drilling and sampling and wetland delineation report services.

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement, in excess of \$10,000, must contain similar provisions to those in

this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. CONFLICT OF INTEREST

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. Consultant should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST**

GUIDANCE DOCUMENT for CONSULTANTS for LOCAL FEDERAL-AID

TRANSPORTATION PROJECTS located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-consultant.pdf>

Consultant must also complete and sign the **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 26. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. **Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-

fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Neb.Rev.Stat. §§ 81-1701 through 81-1721.

- B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
 2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

- C. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. **Instructions for Certification**
- a. By signing this agreement, the Consultant is providing the certification set out below.
 - b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The

Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.(ii) of this certification; and
- iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 27. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 28. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement.

EXECUTED by the Consultant this ____ day of _____, 2011.

THE SCHEMMER ASSOCIATES, INC.
Steve Kathol

Principal

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public

EXECUTED by the LPA this ____ day of _____, 2011.

CITY OF GRAND ISLAND
Jay Vavricek

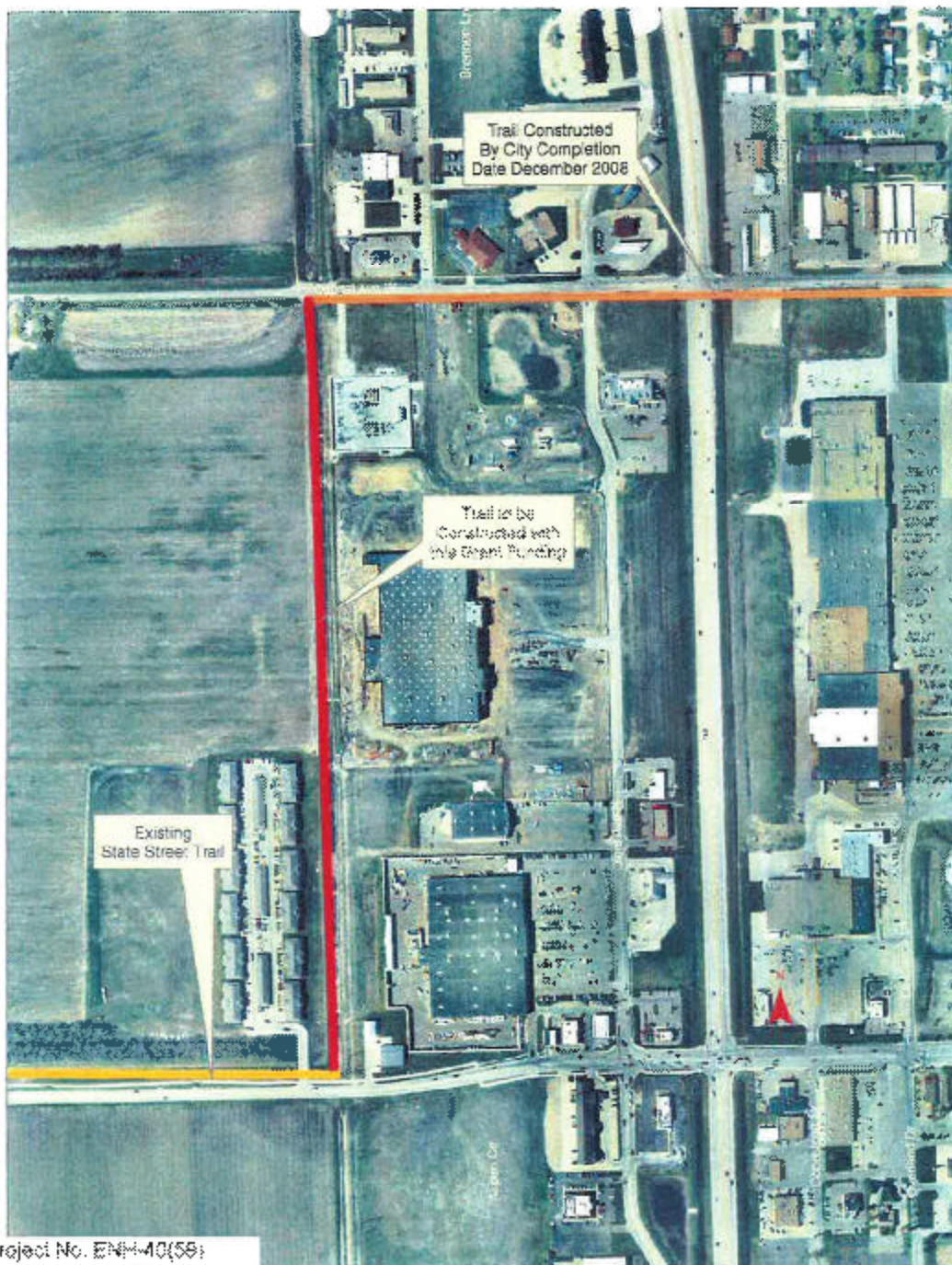
Mayor

Subscribed and sworn to before me this ____ day of _____, 2011.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date



Project No. ENH-40(59)
Control No. 42650
Grand Island Connector Trail

Exhibit "A"

**SCHEDULE OF SERVICES
FOR
CITY OF GRAND ISLAND, NE
STATE AND CAPITAL CONNECTOR TRAIL**

**NEPA EVALUATION AND PRELIMINARY ENGINEERING
July 22, 2011**

(A) PROJECT DESCRIPTION:

This schedule provides for the Consultant to prepare design plans for the above project that begins at State Street and ends at Capital Avenue.

Work includes preliminary survey, NEPA evaluation, geotechnical engineering, preparing preliminary and final plans for trail design, bridge design, utility coordination, and other recognized design tasks.

(B) CITY TO

1. Provide existing city-owned utility location plans and other GIS data including contours and aerial photos.

(C) APPLICABLE PUBLICATIONS

The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:

1. Guide for the Development of Bicycle Facilities (AASHTO)
2. Americans with Disability Act (ADA) Accessibility Guidelines
3. State of Nebraska, Department of Roads, Standard Specifications for Highway Construction
4. National Electric Code (NEPA)
5. National Electric Safety Code (IEEE)
6. Manual on Uniform Traffic Control Devices (FHWA)
7. Traffic Control Devices Handbook (FHWA)

(D) PROJECT PLANS FORMAT, CONVENTIONAL AND CADD

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1"=40'.
2. All plan sheets shall be half-size (11"x17") except full-size for PS&E submitter.
3. The Consultant will utilize MicroStation and NODR procedures and guidelines in preparing the project plans.

(E) DATA TRANSFER

1. The Consultant shall transfer all GRAPHIC files to the City in PDF format.

(F) FROM NOTICE TO PROCEED, THE CONSULTANT SHALL PROVIDE ALL OF THE SERVICES AS OUTLINED IN THIS SCHEDULE.

Notice to Proceed

Kickoff Meeting

Topographic Survey Complete

Preliminary Design Meeting

Wetland Delineation

Plan-to-hand

Stakeholder Meeting

Public Meeting

Biological Evaluation/SHPO Consultance Letter Submittal:

CE Form Submittal:

ROW Plan Submittal:

PS&E Submittal:

(G) PROJECT MANAGEMENT

1. Kickoff Meeting
2. Progress Meetings (2)
3. Plan-in-Hand Meeting
4. Contract Administration/Scheduling & Coordination of Design Professionals

(H) FIELD SURVEY

1. The Consultant shall perform complete preliminary survey work, tying of field located land monuments to the project survey control, and do the profiling, cross-sectioning and topography. The north/south limits of the topographic survey shall extend from the existing State Street Trail to the Capital Avenue Trail and the east/west limits shall be an 80 foot corridor extending west from the west toe of the drainage ditch.
2. The Consultant shall tie the project control to existing pavement, intersecting public roads and drives, and tie the survey to adjacent land monuments.
3. The Consultant shall establish and tie the control monuments to at least three permanent topographic features by point-to-point measurement for use in later relocating the monuments. In the event permanent topographic features are not available within 100 feet, the Consultant shall use appropriately marked stakes.
4. The Consultant shall set control points or centerline monuments to be visible directly from one control point to the next control point.
5. The Consultant shall run bench levels by direct leveling methods (no side shots are permitted).
6. The Consultant shall assure that the levels close within an allowable error of 0.05 feet times the square root of the length of the level loop in miles.
7. The Consultant shall record by coordinates the topographic features within the project corridor, both natural and man-made above ground including all utilities.
8. The Consultant shall reference all survey to the United States Coast and Geodetic Survey Elevation Datum using NAVD 1988 elevations.
9. The Consultant shall survey 5 cross-sections of Moores Creek Drainway to allow for hydrologic modeling of the ditch.

(I) GEOTECHNICAL ANALYSIS

1. The Consultant shall provide five soil borings. The depths for three soil borings shall be 40 feet and the depths for two soil borings shall be 90 feet near the bridge/culvert structure.
2. The Consultant shall conduct geotechnical evaluation of the soil borings for use in designing the bridge/culvert foundation and trail subgrade. Data to be collected from the borings will be used to determine: depth to stiff formations to support piling, piling capacity, depth to groundwater, estimated amount of settlement of the existing soils due to the weight of the proposed fill for the approaches to the bridge abutments and trail subgrade recommendations for the proposed loads. Engineering report will provide recommendations for bridge/culvert foundation type(s), piling lengths and capacity, methods of construction to effect consolidation of grading for the approaches recommended, trail subgrade recommendations and specifications for construction material testing.

(J) ENVIRONMENTAL STUDIES

The City of Grand Island has belief that the proposed project will be classified as a Type II Categorical Exclusion (Justified CE) pursuant to 23 CFR 771.117(d). As such, Consultant will prepare an

Environmental Determination Form and supporting documentation in compliance with the NDOR LPA Manual for Preparing Categorical Exclusions for Local Federal Aid Projects, and in compliance with the National Environmental Policy Act (NEPA), and all applicable State and Federal laws, Executive Orders, and regulations. The Determination Form and supporting documentation will provide a level of analysis commensurate with the level of impact of the proposed action and its alternatives.

In general, the Consultant shall provide (but not be limited to) environmental services as follows:

1. Project Coordination / Meetings
 - (a) In house coordination and coordination with City of Grand Island, NIDOT, and FHWA personnel
 - (b) Preliminary FHWA Meeting (after Plan-in-Hand) Attended by two (2) Schrammer representatives with preparation, notes, and follow up communication
 - (c) Meeting for Agency Coordination (potentially Section 4(f)) Attended by two (2) Schrammer representatives with preparations, notes, and follow up communication
2. Prepare and submit Biological Evaluation Form to NDOR. Draft will be reviewed by the Responsible Charge (RC).
3. Prepare and submit SHPO Concurrence Request Form to NIDOT. Paperwork will be submitted to the RC for review and then to NDOR for coordination with SHPO. Assumed determination is an adverse effect.
4. Draft Purpose & Need statement for review by the RC
5. Section 4(f)
 - (a) Prepare Determination of Section 4(f) de minimis Use Form.
 - (b) Describe existing activities, features, and attributes existing trail. Describe right-of-way considerations and land ownership.
 - (c) Identify alternatives and why the use of Section 4(f) property is sensible given the minimization of harm techniques.
 - (d) Obtain concurrence from the official with jurisdiction (City of Grand Island)
 - (e) Assumed determination is de minimis.
 - (f) Prepare display for use at public meeting
6. Wetland Delineation. Complete a jurisdictional wetland evaluation of the wetland and waters of the U.S. for the project site. Wetlands identified during the investigation will be delineated in accordance with the U.S. Army Corps of Engineers (ACEC) 1987 Wetlands Delineation Manual, and wetland boundaries will be located by sub-meter accuracy GPS in the field. Data on soils, hydrology, and vegetation will be collected. Color photographs of the wetland and upland areas will be taken, and data sheets will be filled out at locations that will allow wetland boundaries to be determined. Areas that are not wetlands but meet the definition of "waters of the U.S." will be identified on maps only and not delineated in the field. A wetland report will be prepared documenting the findings.
7. Categorical Exclusion (CE) Form
 - (a) Develop alternative(s) for the trail alignment. Prepare description of alternative(s), including reasons for the elimination of the non-preferred alternative(s). Assumed alternative are build and go build.
 - (b) Compile information from team members. Research and prepare the CE Form. Submit CE Form to the RC for review; incorporate comments. Submit CE Form to NDOR.
8. Green Sheet
 - (a) Prepare Initial Green Sheet, submit to the RC, and revise as necessary. Consultant will send Green Sheet to NDOR LPA Project Coordinator at P&E submit.
 - (b) Schrammer will incorporate revisions as necessary during the NDOR review process.
9. The Storm Water Pollution Prevention Plan and NOI permit application will be prepared by the Consultant.

(c) PUBLIC INVOLVEMENT

1. Preparation of Aerial Exhibits

2. One Public Meeting: The City to provide one person to assist in registering attendees at the meeting
3. Two Stakeholder Meetings

6.2 PRELIMINARY AND FUNCTIONAL TRAIL DESIGN

1. In general, the Consultant shall provide final design services for (but not be limited to):
 - (a) Horizontal and Vertical alignment
 - (b) Typical Section
 - (c) Drainage structures
 - (d) Special design, modification/replacement
 - (e) Pavement geometrics
 - (f) Limits of construction
 - (g) Strip Grades every 50 ft.
 - (h) Sidewalks, wheelchair ramps, etc.
 - (i) Removals
 - (j) Quantities
 - (k) Bridges/Culvert Design

Preliminary Design / Alternative Investigation

1. Three established drainage structure alternatives will be investigated. The three alternatives to be reviewed are:
 - Reinforced Concrete Box Culvert (RCBC)
 - Pre fabricated Truss Bridge
 - Extend existing box culvert under Autumn Park Apartments Complex and shift trail alignment to east side of driveway.
2. These three alternatives will be evaluated with regard to three criteria. They are initial construction cost, long term maintenance requirements and costs, and overall feasibility of the structure.

Final Design

3. Final Design assumes the following structure:
 - Use of a pre-manufactured bridge truss.
 - Abutments supported on driven steel H-piling
4. Prepare plans consisting of General Notes and Quantities, General Plan and Elevation, Geology Profile, Foundation Layout Plan, Abutment Plan, Truss Layout Plan, Cross Section, Slab plan, Misc. Framing and Beaming Details, Roaming Details, and Reinforcing Bill of Materials.
5. Design of concrete approaches connecting to the trail.
- (l) Retaining Wall Design
- (m) Drainage Analysis
 - Mapas Creek Driveway to determine high water elevations using HEC RAS model
 - Trail culvert analysis
- (n) Permanent Trail Signing
- (o) Erosion Control
- (p) Trail Cross-sections
- (q) Right-of-way Design and Legal Descriptions (assume 2 tracts)

ADDITIONAL R.O.W. Services not included in this scope include:

- Appraisals
- Review Appraisals
- Acquisition Negotiations
- Coordinate with Appraisers, Title Company and Negotiators
- NOOR Audit Compliance

- The Consultant shall prepare quantity and cost estimates for all construction and removal items on the plans and submit them to the City for approval. The quantity estimates shall be submitted as follows:

Cost Update

No.	Schedule
One	With preliminary plans (20%)
Two	With final plans submittal (50%)
Three	Bid Estimate (100%)

(b) UTILITY COORDINATION

- The Consultant shall visit existing utilities, both overhead and underground, on the project plan sheets, print and distribute to the utility companies for verification.
- The Consultant shall coordinate directly with the utility companies and others to verify location and ownership of all existing overhead and underground utilities on the project.
- The Consultant shall address specific utility problems with utility.
- The Consultant shall analyze the utility constraints and be available to discuss the design of the project (including drainage structures) with affected utilities and shall attempt to eliminate or minimize conflict with utilities.
- The Consultant will submit the plans to the utilities for their review. The affected utilities will, in turn, submit their rehabilitation plans and estimates back to the Consultant.

(c) 90% PLANS (FINAL)

- The Consultant shall prepare 90% final design plans to include all construction items, typical sections, all construction notes, contours, limits of construction, drainage design, bridge design, etc. and submit them to the City for review according to the schedule. The Consultant shall also prepare draft contract documents for State review.

(d) COMPLETED FINAL PLANS AND DOCUMENTS (FINAL)

- The Consultant, after the 90% review, shall complete the final design plans according to decisions made at the review.
- The Consultant shall include (but not be limited to) in the final plans package the following:
 - Typical cross sections
 - Completed Plan and Profile Sheets
 - Plan sheets including:
 - Drainage
 - Retaining Walls
 - Contract Documents including:
 - Special Provisions
 - Status of Utilities/Status of Right-of-way
 - Quantity Spreadsheets
- The Consultant shall stamp, sign and date all plans by the engineer registered in Nebraska.
- The Consultant shall issue NOCR in bidding and award at the bid.

(e) CONSTRUCTION SERVICES

- Consultant will provide shop drawing review and respond to design questions.

Exhibit B
State Street and Capital Avenue Connector Trail
City of Grand Island

NIDOT Project No. ENH-40(24); C.M. 43650
Preliminary, NEPA and Final Design
Post-Negotiation
CEE SUMMARY SCHEDULE

July 12, 2011

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Management				\$12,908.11
PRINCIPAL	5	\$34.48	\$172.40	
PROJECT MANAGER	50	\$45.16	\$2,258.00	
SENIOR PROJECT ENGINEER	5	\$42.81	\$214.05	
REGISTERED DESIGN ENGINEER	30	\$35.24	\$1,057.20	
ENGINEERING SENIOR TECHNICIAN	8	\$25.75	\$206.00	
ENGINEERING TECHNICIAN	9	\$19.85	\$178.65	
REGISTERED SURVEYOR	9	\$36.67	\$330.03	
PARTY CHIEF SURVEYOR	0	\$25.84	\$0.00	
ASSOCIATE SURVEYOR	0	\$19.82	\$0.00	
NEPA SPECIALIST	5	\$35.14	\$175.70	
ADMINISTRATIVE ASSISTANT	0	\$18.30	\$0.00	
II. Field Survey				\$4,806.19
PRINCIPAL	0	\$54.48	\$0.00	
PROJECT MANAGER	0	\$45.16	\$0.00	
SENIOR PROJECT ENGINEER	0	\$42.81	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$35.24	\$0.00	
ENGINEERING SENIOR TECHNICIAN	0	\$25.75	\$0.00	
ENGINEERING TECHNICIAN	0	\$19.85	\$0.00	
REGISTERED SURVEYOR	12	\$36.67	\$440.04	
PARTY CHIEF SURVEYOR	20	\$25.84	\$516.80	
ASSOCIATE SURVEYOR	20	\$19.82	\$396.40	
NEPA SPECIALIST	0	\$35.14	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$18.30	\$0.00	
III. Geotechnical Analysis				\$4,126.51
PRINCIPAL	1	\$54.48	\$54.48	
PROJECT MANAGER	0	\$45.16	\$0.00	
SENIOR PROJECT ENGINEER	17	\$42.81	\$727.57	
REGISTERED DESIGN ENGINEER	0	\$35.24	\$0.00	
ENGINEERING SENIOR TECHNICIAN	10	\$25.75	\$257.50	
ENGINEERING TECHNICIAN	0	\$19.85	\$0.00	
REGISTERED SURVEYOR	0	\$36.67	\$0.00	
PARTY CHIEF SURVEYOR	0	\$25.84	\$0.00	
ASSOCIATE SURVEYOR	0	\$19.82	\$0.00	
NEPA SPECIALIST	0	\$35.14	\$0.00	
ADMINISTRATIVE ASSISTANT	2	\$18.30	\$36.60	
IV. Environmental Analysis (NEPA)				\$15,071.23
PRINCIPAL	1	\$54.48	\$54.48	
PROJECT MANAGER	32	\$45.16	\$1,445.12	
SENIOR PROJECT ENGINEER	0	\$42.81	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$35.24	\$0.00	
ENGINEERING SENIOR TECHNICIAN	0	\$25.75	\$0.00	
ENGINEERING TECHNICIAN	4	\$19.85	\$79.40	
REGISTERED SURVEYOR	0	\$36.67	\$0.00	
PARTY CHIEF SURVEYOR	0	\$25.84	\$0.00	
ASSOCIATE SURVEYOR	0	\$19.82	\$0.00	
NEPA SPECIALIST	105	\$35.14	\$3,689.70	
ADMINISTRATIVE ASSISTANT	0	\$18.30	\$0.00	
V. Public Involvement				\$4,810.07
PRINCIPAL	0	\$54.48	\$0.00	
PROJECT MANAGER	18	\$45.16	\$812.88	
SENIOR PROJECT ENGINEER	0	\$42.81	\$0.00	
REGISTERED DESIGN ENGINEER	14	\$35.24	\$493.36	
ENGINEERING SENIOR TECHNICIAN	0	\$25.75	\$0.00	
ENGINEERING TECHNICIAN	4	\$19.85	\$79.40	
REGISTERED SURVEYOR	0	\$36.67	\$0.00	
PARTY CHIEF SURVEYOR	0	\$25.84	\$0.00	
ASSOCIATE SURVEYOR	0	\$19.82	\$0.00	
NEPA SPECIALIST	0	\$35.14	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$18.30	\$0.00	

VI. Preliminary and Functional Trail Design				\$16,004.15
PRINCIPAL	2	\$54.45	\$108.90	
PROJECT MANAGER	3	\$45.15	\$135.45	
SENIOR PROJECT ENGINEER	13	\$43.51	\$565.63	
REGISTERED DESIGN ENGINEER	54	\$38.28	\$2,067.72	
ENGINEER SENIOR TECHNICIAN	0	\$23.75	\$0.00	
ENGINEERING TECHNICIAN	63	\$13.55	\$853.65	
REGISTERED SURVEYOR	0	\$35.57	\$0.00	
PARTY CHIEF SURVEYOR	0	\$25.54	\$0.00	
ASSOCIATE SURVEYOR	0	\$19.52	\$0.00	
NEPA SPECIALIST	0	\$35.14	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$19.20	\$0.00	

VII. Utility Coordination				\$1,525.47
PRINCIPAL	0	\$54.45	\$0.00	
PROJECT MANAGER	0	\$45.15	\$0.00	
SENIOR PROJECT ENGINEER	0	\$43.51	\$0.00	
REGISTERED DESIGN ENGINEER	3	\$38.28	\$114.84	
ENGINEER SENIOR TECHNICIAN	0	\$23.75	\$0.00	
ENGINEERING TECHNICIAN	3	\$19.52	\$58.56	
REGISTERED SURVEYOR	0	\$35.57	\$0.00	
PARTY CHIEF SURVEYOR	0	\$25.54	\$0.00	
ASSOCIATE SURVEYOR	0	\$19.52	\$0.00	
NEPA SPECIALIST	0	\$35.14	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$19.20	\$0.00	

VIII. Final Trail Design				\$25,557.05
PRINCIPAL	7	\$54.45	\$381.15	
PROJECT MANAGER	5	\$45.15	\$225.75	
SENIOR PROJECT ENGINEER	40	\$43.51	\$1,740.40	
REGISTERED DESIGN ENGINEER	55	\$38.28	\$2,105.40	
ENGINEER SENIOR TECHNICIAN	0	\$23.75	\$0.00	
ENGINEERING TECHNICIAN	35	\$19.52	\$683.20	
REGISTERED SURVEYOR	0	\$35.57	\$0.00	
PARTY CHIEF SURVEYOR	0	\$25.54	\$0.00	
ASSOCIATE SURVEYOR	0	\$19.52	\$0.00	
NEPA SPECIALIST	0	\$35.14	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$19.20	\$0.00	

712 **\$24,423.24**

Subtotal Direct Salary Costs **\$24,423.24**

Overhead Costs **180.2%** **\$46,226.11**

Subtotal Labor Charges + Overhead **\$70,649.35**

Fixed Fee **15.00%** **\$10,627.37**

Subtotal Labor Charges + Overhead + Fixed Fee **\$81,276.72**

DIRECT NON-SALARY COSTS:			
Printing - full-size	50 \$	1.55 \$	\$77.50
Mileage	1200 \$	0.555 \$	\$666.00
Gumby Mileage	400 \$	0.575 \$	\$230.00
Geotech (Field Drilling Subcontractor)	1 \$	3,410.00 \$	\$3,410.00
Geotech (Lab Reimbursable)	1 \$	200.00 \$	\$200.00
Table Geopline	2 \$	100.00 \$	\$200.00
Lodging	0	100.00 \$	\$0.00
Per Diem	10 \$	35.00 \$	\$350.00
Warranty Connection	1 \$	1,050.00 \$	\$1,050.00
Other		\$	\$0.00
Sub-Total Direct Non-Salary Costs			\$7,683.50

TOTAL ESTIMATED FEE **\$88,960.22**

EXHIBIT "C "

**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS**

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability --

Limits of at least:

- \$ 1,000,000 Per Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements --

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A - and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancellation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division - Insurance Section
1500 Highway 2, P. O. Box 94758
Lincoln, NE 68509-4758
Facsimile No. 402-476-4664

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

	Individual Rates	Average Rate
PRINCIPAL		\$54.48
Steve Kathol	\$54.48	
PROJECT MANAGER		\$45.16
Doug Halle	\$45.16	
SENIOR PROJECT ENGINEER		\$43.81
Joel Roseman	\$44.48	
Lara Klossmann	\$43.13	
REGISTERED DESIGN ENGINEER		\$38.24
Todd Cochran	\$42.32	
Darin Brown	\$34.16	
ENGINEER/ SENIOR TECHNICIAN		\$23.75
Heath Cuder	\$22.25	
Adam Sleeper	\$25.25	
ENGINEERING TECHNICIAN		\$19.93
Megan Starnes	\$19.50	
Terry Nocita	\$20.36	
REGISTERED SURVEYOR		\$36.67
Mark Fredrickson	\$36.67	
PARTY CHIEF SURVEYOR		\$26.84
Cory Gross	\$28.63	
Pat Kirk	\$25.05	
ASSOCIATE SURVEYOR		\$19.92
Joe Hendricks	\$19.92	
NEPA SPECIALIST		\$35.14
Marie Stamm	\$35.14	
ADMINISTRATIVE ASSISTANT		\$18.30
Jill Lathierre	\$18.30	

The Schemmer Associates, Inc.

Project No. ENH-40(59)

Control No. 42650

Grand Island Connector Trail

Project Schedule

Below is our proposed schedule to meet your needs:

CONSULTANT INTERVIEWS June 9, 2011

NOTICE TO PROCEED Week of July 18, 2011

KICKOFF MEETING Week of July 18, 2011

FIELD SURVEY COMPLETE Week of August 1, 2011

30% DESIGN/PLAN IN HAND Week of August 22, 2011

STAKEHOLDER MEETING Week of August 29, 2011

PUBLIC MEETING Week of August 29, 2011

SUBMITTAL OF CATEGORICAL EXCLUSION FORM Week of September 12, 2011

ENVIRONMENTAL APPROVAL Week of October 10, 2011

APPROVAL TO ACQUIRE EASEMENTS Week of October 17, 2011

PS&E SUBMITTAL (assuming easements acquired) December 30, 2011

RESOLUTION 2011-200

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of Grand Island and The Schemmer Associates wish to enter into an Engineering Services Agreement to provide engineering consulting services for the Federal-aid project, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and The Schemmer Associates for engineering consulting services related to the State Street and Capital Avenue Connector Trail is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G17

#2011-201 - Approving Designating No Parking on Both Sides of West North Front Street, from Webb Road East to Eisenhower Drive

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: August 9, 2011

Subject: Approving Designating No Parking on Both Sides of West North Front Street, from Webb Road East to Eisenhower Drive

Item #'s: G-17

Presenter(s): John Collins, Public Works Director

Background

Council action is required to designate No Parking on any public street.

With the traffic signal installation at the intersection of Webb Road and West North Front Street the City needs to accommodate left turn lanes on both the west and east side of the intersection on West North Front Street.

Discussion

There is not sufficient room on West North Front Street (east side of Webb Road) to allow for a left turn lane. The Engineering Division of the Public Works Department is recommending the designation of No Parking on both sides of West North Front Street from Webb Road east to Eisenhower Drive.

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 resolution designation No Parking on both sides of West North Front Street from Webb Road east to Eisenhower Drive.

Sample Motion

Move to approve the resolution.



RESOLUTION 2011-201

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may be resolution entirely prohibit or fix a time limit for the parking and stopping vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, the Public Works Department is requiring that No Parking be allowed along either side of West North Front Street, from Webb Road to Eisenhower Drive; and

WHEREAS, it is recommended that such restricted parking request be approved.

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

1. A No Parking Zone is hereby designated along the following section:
 - Both sides of West North Front Street, from Webb Road to Eisenhower Drive.
2. The City's Street Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G18

**#2011-202 - Approving Acquisition of Public Utility Easement
Located in the Northwest Quarter of the Northwest Quarter of
Section 24, Township 11, Range 10 (Little B's Corporation)**

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: John Collins, Public Works Director

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

PUBLIC UTILITIES EASEMENT

LITTLE B'S CORPORATION, a Nebraska Corporation, herein called the Grantor, in consideration of THREE HUNDRED, SIXTY DOLLARS AND SEVENTY-FOUR CENTS (\$360.74) and other consideration, receipt of which is hereby acknowledged, hereby grant and convey unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a sixty (60.0) foot x one hundred thirty (130.0) foot wide permanent and perpetual easement and right-of-way to construct, operate, maintain, extend, repair, replace, and remove public utilities, including but not limited to, sanitary sewers, storm sewers, drainage ditches, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, surface markers, and other appurtenances, upon, over, along, across, in, underneath and through an unplatted tract of land located in part of the northwest quarter (NW ¼), northwest quarter (NW ¼) of Section 24, Township 11, Range 10, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW ¼), NORTHWEST QUARTER (NW ¼) SECTION 24, TOWNSHIP 11, RANGE 10, THENCE EASTERLY ON THE NORTH LINE OF SAID SECTION 24, TOWNSHIP 11, RANGE 10 FOR A DISTANCE OF ONE HUNDRED THIRTY (130.0) FEET, THENCE SOUTHERLY ON A LINE ONE HUNDRED THIRTY (130.0) FEET EAST OF AN DPARALLEL TO THE WEST LINE OF SAID SECTION 24, TOWNSHIP 11, RANGE 10 FOR A DISTANCE OF SIXTY (60.0) FEET, THENCE WESTERLY ON A

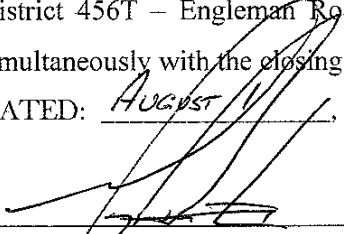
LINE SIXTY (60.0) FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 24, TOWNSHIP 11, RANGE 10 FOR A DISTANCE OF ONE HUNDRED THIRTY (130.0) FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 11, RANGE 10, THENCE NORTHERLY ON THE WEST LINE OF SECTION 24, TOWNSHIP 11, RANGE 10 FOR A DISTANCE OF SIXTY (60.0) FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTHERLY THIRTY THREE (33.0) FEET AND THE WESTERLY THIRTY THREE (33.0) FEET BEING EXISTING RIGHT-OF-WAY.

Together with the following rights, namely, unrestricted ingress and egress under, over, and across such land for the purpose of exercising the rights herein granted, to excavate and refill ditches and trenches, and the right to clear and keep clear of structures, fences, trees, brush, hedges, and other obstructions that might interfere with the location, construction, inspection, repair, replacement, removal, and maintenance of such utilities. Any such utilities and appurtenances placed upon, over, and under such tracts of land shall remain the property of the Grantee and may be removed or replaced at any time.

The Grantors, for themselves, their heirs, executors, administrators, successors, and assigns, hereby covenant that no buildings, fences, or structures shall be erected or permitted within the easement area and that the easement herein granted shall run with the title to such tract of land and be binding upon the Grantors, their successors and assigns.

Project activity on Storm Sewer Project 2008-D-2 shall be coordinated with Water Main District 456T – Engleman Road so that the closing of Old Potash Highway will not occur simultaneously with the closing of 13th Street

DATED: AUGUST, 2011


GREG BAXTER, PRESIDENT

STATE OF NEBRASKA)

) ss

COUNTY OF HALL)

On this 1st day of AUGUST, 2011 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GREG BAXTER, PRESIDENT, to me known to be the identical persons who signed the foregoing Public Utility Easement and acknowledge the execution thereof to be their voluntary act and deed as such officer on behalf of said company for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.





Notary Public

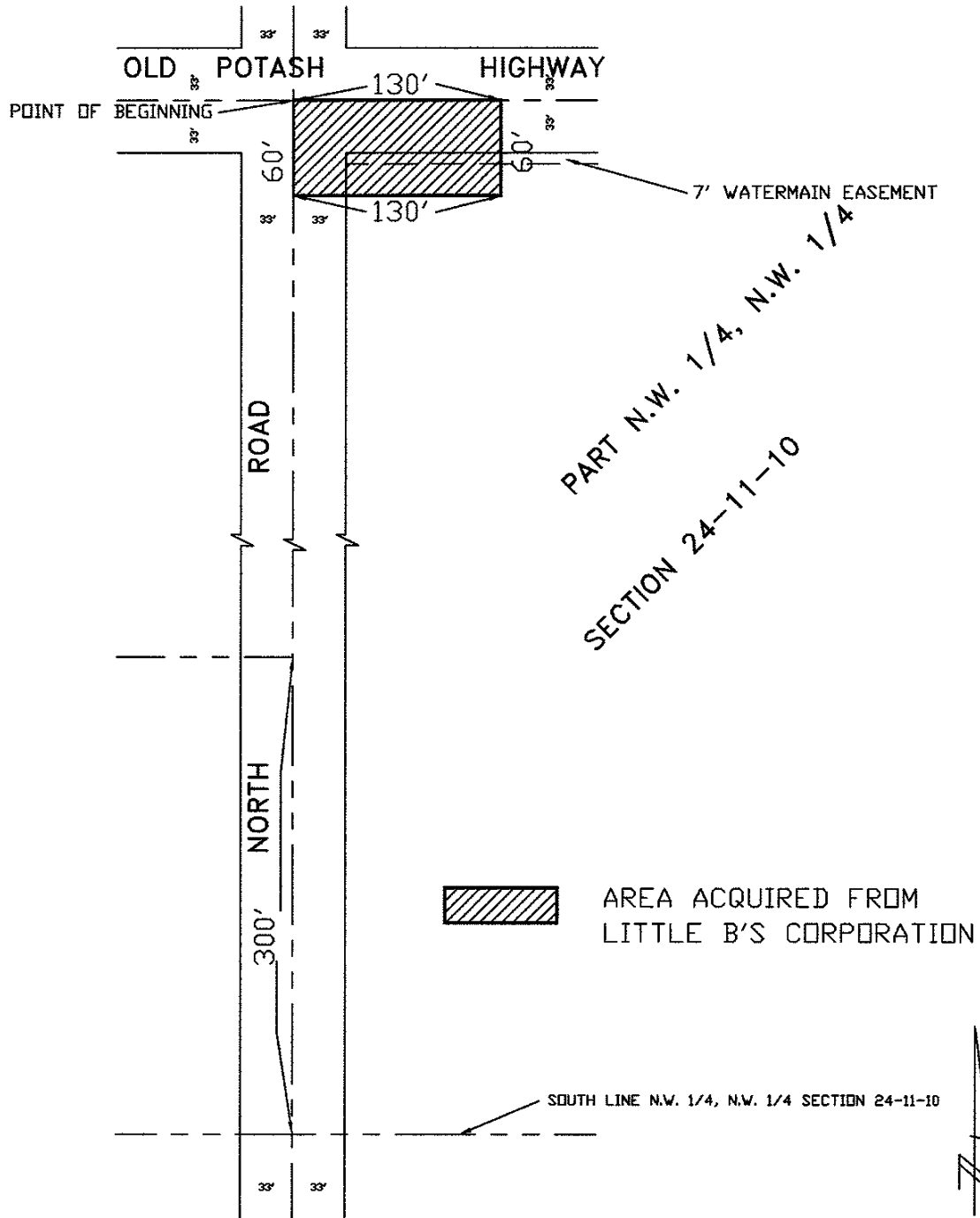


EXHIBIT "A"

CITY OF
GRAND ISLAND
 PUBLIC WORKS DEPARTMENT

DATE: 3/10/08
 DRN BY: L.D.C.
 SCALE: 1" = 100'

PLAT TO ACCOMPANY
 DEED

RESOLUTION 2011-202

WHEREAS, a public utility easement is required by the City of Grand Island, from Little B's Corporation, to construct and maintain the Moores Creek Drainage Project No. 2008-D-2; and

WHEREAS, a public hearing was held on August 9, 2011, for the purpose of discussing the proposed acquisition of an easement consisting of an unplatted tract of land located in part of the northwest quarter (NW ¼), northwest quarter (NW ¼) of Section 24, Township 11, Range 10, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW ¼), NORTHWEST QUARTER (NW ¼) SECTION 24, TOWNSHIP 11, RANGE 10, THENCE EASTERLY ON THE NORTH LINE OF SAID SECTION 24, TOWNSHIP 11, RANGE 10 FOR A DISTANCE OF ONE HUNDRED THIRTY (130.0) FEET, THENCE SOUTHERLY ON A LINE ONE HUNDRED THIRTY (130.0) FEET EAST OF AN DPARALLEL TO THE WEST LINE OF SAID SECTION 24, TOWNSHIP 11, RANGE 10 FOR A DISTANCE OF SIXTY (60.0) FEET, THENCE WESTERLY ON A LINE SIXTY (60.0) FEET SOUT OF AND PARALLEL TO THE NORTH LINE OF SECTION 24, TOWNSHIP 11, RANGE 10 FOR A DISTANCE OF ONE HUNDRED THIRTY (130.0) FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 11, RANGE 10, THENCE NORTHERLY ON THE WEST LINE OF SECTION 24, TOWNSHIP 11, RANGE 10 FOR A DISTANCE OF SIXTY (60.0) FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTHERLY THIRTY THREE (33.0) FEET AND THE WESTERLY THIRTY THREE (33.0) FEET BEING EXISTING RIGHT-OF-WAY.

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 Little B's Corporation, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G19

#2011-203 - Approving Agreement for Temporary Construction Easement in the Moores Creek Drain Extension Project No. 2008-D-2 Area (North Road and Old Potash Highway)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: August 9, 2011

Subject: Approving Agreement for Temporary Construction Easement in the Moores Creek Drain Extension Project No. 2008-D-2 Area (North Road and Old Potash Highway)

Item #'s: G-19

Presenter(s): John Collins, Public Works Director

Background

Sections of northwest Grand Island experienced significant flooding during the 1967 flood. Most of the area north of Capital Avenue and west of Broadwell Avenue are within the 100 year flood plain. The area between Webb Road and US Highway 281 bounded by Capital Avenue on the north and with State Street on the south is also within the 100 year flood plain. There have been flood control improvements built in the area in the past, but Moores Creek wetlands and northern Grand Island can still suffer considerable flood damage due to spill over flood waters from two other watershed namely Silver Creek and Prairie Creek.

The Moore's Creek Drain Extension Project is a continuation of the master drainage plan for the City.

The estimate of the project is \$640,000.00. Public Works plans to let the project to contract yet this fall. Actual work may start this fall and carry through the winter, depending on the weather. The entire project may take up to three (3) months to complete.

Discussion

The planned work includes adding a culvert to drain the water north across Old Potash Highway, on the east side of North Road. A temporary construction easement will be needed from Little B's Corporation. All easement documents have been signed and

returned by the property owners. Authorization of the easement document is contingent upon City Council approval.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Agreement for Temporary Construction Easement between the City of Grand Island, Public Works Department and Little B's Corporation.

Sample Motion

Move to approve the Temporary Construction Easements.

AGREEMENT FOR TEMPORARY CONSTRUCTION OCCUPANCY

Agreement made and entered into by and between the City of Grand Island, a municipal corporation of the State of Nebraska, herein referred to as "City", and LITTLE B'S CORPORATION, a Nebraska Corporation, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to construct Storm Drainage Project 2008-D-2, on or adjacent to property owned by Owner; and

WHEREAS, project activity on Storm Sewer Project 2008-D-2 shall be coordinated with Water Main District 456T – Engleman Road so that the closing of Old Potash Highway will not occur simultaneously with the closing of 13th Street; and

WHEREAS, it may be necessary for the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives to enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner during the afore mentioned construction project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

Section One Right of Entry

Owner hereby grants to the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate:

Beginning at a point on the west line of Section 24-11-10 being 60' south of northwest corner Section 24-11-10 thence east on a line 60' south of and parallel to the north line of said Section 24-11-10 for a distance of 130' thence south on a line 130' east of and parallel to the west line of Section 24-11-10 for a distance of 50' thence west on a line 110' south of and parallel to the north line of Section 24-11-10 for a distance of 130' to the west line of Section 24-11-10 thence north on the west line of Section 24-11-10 for a distance of 50' to the point of beginning excepting there from the west 33' being road right-of-way;

to do such work as may be necessary or appropriate for the construction of STORM DRAINAGE and related facilities on or adjacent to such property. Such right of entry shall include, but not be limited to the right to enter upon, travel over, excavate, clear drives and other improvements, backfill, store materials upon, and otherwise use the above described premises.

Section Two Term of Agreement

The premises may be occupied and used by the City for the purpose related hereto during the period beginning upon execution of this agreement and continuing until the construction work for STORM DRAINAGE PROJECT 2008-D-2 has been completed.

Section Three Compensation

The compensation for the temporary construction occupancy shall be \$1.00 (One dollar and 00/cents).

Section Four
Restoration

The City agrees to: (a) restore the property as reasonably practical to its grade and condition prior to construction and (b) prior to the termination of this Agreement.

Section Five
Assignment

It is understood that the rights of the Owner do not automatically transfer upon sale or lease of the real estate. The City agrees to permit assignment of the rights and obligations of the Owner to a sub-sequential buyer or tenant, provided the Owner obtains the city's prior written consent, which the City shall not unreasonably withhold.

Dated August 1, ~~2008~~ 2011 

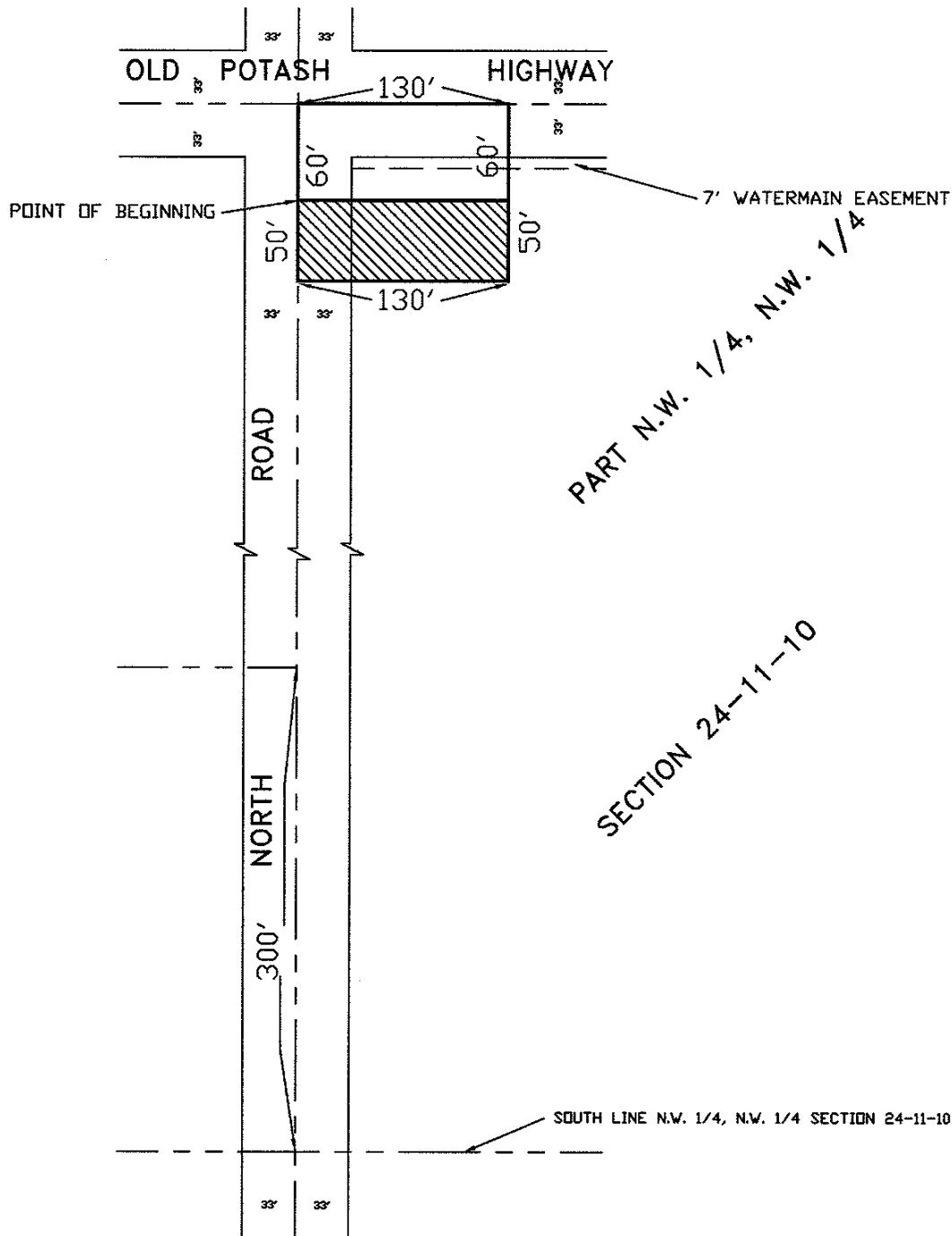
CITY OF GRAND ISLAND, NEBRASKA
a Municipal Corporation

By _____

LITTLE B'S CORPORATION,
a Nebraska Corporation

By  _____

Title Pres. _____



CITY OF
GRAND ISLAND
 PUBLIC WORKS DEPARTMENT

DATE: 3/10/08
 DRN BY: L.D.C.
 SCALE: 1" = 100'

PLAT TO ACCOMPANY
 TEMPORARY EASEMENT

RESOLUTION 2011-203

WHEREAS, a temporary construction easement is required by the City of Grand Island, from Little B's Corporation, in the Moores Creek Drain Extension Project No. 2008-D-2 area, as follows:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 24-11-10 BEING 60' SOUTH OF NORTHWEST CORNER SECTION 24-11-10 THENCE EAST ON A LINE 60' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 24-11-10 FOR A DISTANCE OF 130' THENCE SOUTH ON A LINE 130' EAST OF AND PARALLEL TO THE WEST LINE OF SECTION 24-11-10 FOR A DISTANCE OF 50' THENCE WEST ON A LINE 110' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 24-11-10 FOR A DISTANCE OF 130' TO THE WEST LINE OF SECTION 24-11-10 THENCE NORTH ON THE WEST LINE OF SECTION 24-11-10 FOR A DISTANCE OF 50' TO THE POINT OF BEGINNING EXCEPTING THERE FROM THE WEST 33' BEING ROAD RIGHT-OF-WAY.

WHEREAS, an Agreement for Temporary Construction Easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for Temporary Construction Easement on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G20

#2011-204 - Approving Agreement with Kirkham Michael & Associates for Preliminary Engineering Services for US Highway 30 Drainage Improvement Project

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: August 9, 2011

Subject: Approving Agreement with Kirkham Michael & Associates for Preliminary Engineering Services for US Highway 30 Drainage Improvement Project

Item #'s: G-20

Presenter(s): John Collins, Public Works Director

Background

On April 12, 2011, the Grand Island City Council approved a resolution authorizing the Mayor to sign the program agreement with the Nebraska Department of Roads for the US-30 Drainage Improvement Project. This project will receive Federal Funding through the Surface Transportation Program (STP), which typically only requires a 20% match of City funds.

The purpose of this project is to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will significantly reduce the likelihood of flooding during storm events on Second Street. The project includes constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which will provide drainage relief in those areas as well.

As per a drainage study conducted during this previous winter, this project will improve drainage for areas beyond locations eligible for Federal funding. The Federal Highway Administration (FHWA) has agreed to participate on 77% of the construction costs, which STP funding would then be applied on an 80/20 basis. The actual funding split for construction costs will be 61.6% Federal Aid and 38.4% local funds.

FHWA agreed to participate 100% on the costs for Preliminary Engineering and the National Environmental Policy Act (NEPA) clearance process (80% Federal Aid and 20% Local Funds).

Discussion

The City of Grand Island solicited Request for Proposals for Engineering Consulting Services related to the US Highway 30 Drainage Improvement project. This request was advertised in the Grand Island Daily Independent on May 23, May 30 and June 6, 2011.

The scope of services for this agreement involves engineering design services required to produce final construction plans and specifications and environmental clearance services.

One (1) proposal was opened on June 9, 2011 and reviewed by Public Works Administration. Kirkham, Michael & Associates, Inc. of Omaha, Nebraska submitted the sole proposal and based on evaluation criteria listed in the RFP qualified to complete the necessary work. An agreement was negotiated for the work to be performed at actual costs with a maximum amount of \$99,231.53. The City's share will be 20%, or \$19,846.31.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement.

Sample Motion

Move to approve the agreement with Kirkham Michael & Associates to perform the engineering services.

[illegible]

Exhibit "A"

EXHIBIT B
Scope of Services
US-30 Drainage Improvement
City of Grand Island
URB-30-4(158) CN 40352A

A. PROJECT DESCRIPTION

The scope of services for this project involves engineering services required to produce final construction plans and specifications for US-30 Drainage Improvement. The design will include utility conflict resolutions, storm drainage design, water design and phasing and detour design. The design will also include placement of curb ramps meeting ADA guidelines at disturbed intersections or crosswalks.

The required professional services will include utility potholing/survey, storm drainage design, water design, curb and gutter profile design, utility coordination and relocation, NEPA environmental documentation and project management.

It is anticipated that the project will require the following major tasks:

1. Categorical Exclusion Document and supporting documentation of concurrence and compliance with applicable environmental regulations including SHPO letter, Cultural Resources Survey, Wetland Determination Checklist, Wetland Review Memo and Biological Evaluation letter
2. Utility Potholing/Survey
3. Preliminary Plans, Specifications and Estimate
4. Final Plans, Specifications and Estimate
5. NPDES Permit, NOI and Storm Water Pollution Prevention Plan (SWPPP)
6. Project Management and Quality Control
7. Project Meetings
8. Construction Phase Services

B. APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

1. LPA Guidelines Manual for Federal-Aid Projects. NDOR, April 2009.
2. The Process for Obtaining Environmental Concurrences and Completing NEPA Documents for Local Public Agency (LPA) Federally Funded Transportation Projects. NDOR, December 2009.
3. Instructions for Completing the Probable Class of Action DR-53 Form for Local Federal-Aid Transportation Projects. NDOR, August 2010.
4. Guidelines for Completing the CE Documentation Form. NDOR, November 2008.
5. Guidelines for completing the Project Description Section of NEPA Determination and CE Forms. NDOR, May 2009.
6. Instructions to Complete Section 106 Concurrence Request Form. NDOR, December 2009.
7. Wetland and Water Resources Review Procedures for Federal Aid Projects. NDOR, October 2010.
8. Instructions for Completing the Wetland Determination Checklist. November 2009.
9. NDOR Wetland Determination Checklist.
10. US Army Corps of Engineers (USACE) Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, USACE, Vicksburg, Mississippi. 1987.
11. Interim Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-08-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi. 2008.
12. Interim Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Great Plains Region, ERDC/EL TR-08-12. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi. 2008.

13. Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers. 2005.
14. Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States. FWS/OBS 79/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior. 1979.
15. Nebraska Wetland Subclasses (Attachment K, Wetland Mitigation Banking, Standard Operating Procedures in Nebraska).
16. Instructions for Completing Biological Evaluation Form for Local Federal Aid Projects. NDOR, October 2009.
17. Endangered Species Review Training Manual. NDOR, June 2010.
18. Guidelines for Completing Green Sheets for the NDOR Local Project Section. NDOR, September 2009.

C. LPA SHALL PROVIDE:

1. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.

D. CONSULTANT SHALL PROVIDE:

1. Categorical Exclusion Document and Resource Reviews. The Consultant will complete the NDOR Categorical Exclusion (CE) Documentation Form. Consultant will obtain agency concurrences and produce supplemental information to attach to the CE Form. Figures and resource maps will also be required to be attached to the CE Form and produced or obtained by Consultant. The final CE Form and attachments shall be sent to NDOR for review and approval. Consultant will address NDOR and FHWA comments and prepare revisions to the CE Form. This scope includes one round of revisions with the City, two rounds of revisions with the NDOR and one round of revisions with the FHWA.

- 1.1 Resource Review. Using the CE Document Form and guidelines, Consultant will review relevant resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: Section 106 cultural and historic resources, Section 4(f) resources (e.g. parkland and wildlife refuges), Section 6(f) resources, wetlands, streams, floodplain, threatened and endangered species, and farmland.

- 1.2 Section 106 Concurrence Request Form. Consultant will prepare the Section 106 Concurrence Request Form, submit it to NDOR, and revise it in response to NDOR comments. If cultural resources exist and an Adverse Effect is determined, consultant will prepare a Memorandum of Agreement among FHWA, NDOR, SHPO, and the City of Grand Island identifying required mitigation for impacting the resource.

- 1.3 Wetland Determination. For this project, it is assumed that wetlands occur in the project vicinity outlet detention cell. Therefore, this scope includes conducting a Preliminary Wetland Determination only. If a full delineation or 404 permit/401 certification is required, these services would require a contract amendment. Preliminary Determination shall mean identifying potential wetlands and other waters of the US with field observations documented using the Routine Wetland Determination Data Forms (from the 1987 US Army Corps of Engineers Wetland Delineation Manual); however, no soil sampling will be necessary. Wetland information shall include Cowardin classification (including water regime) and Nebraska Wetland Subclass. Stream channel information shall include general stream channel type (ephemeral, *intermittent*, perennial) and estimates of width. Locations and estimated boundaries of wetlands and waters shall be recorded on an aerial photograph. Additional figures and ground level photographs shall be provided as necessary to characterize the wetlands.

Review Existing Resources/ Databases. Consultant will review existing resources and prepare the *Wetland Determination Checklist* prior to the site visit.

Field Survey. Consultant will visit the project site after the 1st of May to preliminarily determine if waters of the United States (waters of the US), including wetlands, are present within the proposed project limits of construction (LOC). Identified stream channels and/or wetlands shall be conservatively estimated and

plotted on aerial photographs for assessment of fill or disturbance impacts resulting from construction of the project.

The Preliminary Determination shall be provided for the area 100 feet outside of the LOCs or ROW, whichever is farthest from the centerline. At a minimum, a Preliminary Determination shall be performed for any area that likely would be used for construction access, staging, stockpiling, or waste disposal (e.g. interchange/intersection areas, culvert and bridge construction sites, etc.).

Documentation of Findings. Documentation of findings will be provided in a memo to NDOR. Consultant will plot the data on aerial photographs with the roadway alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (CHWM) and location of data collection points and photographs. Map scale must be drawn to a scale no smaller than 1 -inch = 200-feet.

- 1.4 Threatened and Endangered Species Review. Consultant will review the project for (1) threatened and endangered species impacts (both state and federally listed species) protected by the Endangered Species Act and the Nebraska Non-game and Endangered Species Conservation Act and (2) impacts to bald and golden eagles protected by the Bald and Golden Eagle Protection Act. Consultant will prepare the Threatened and Endangered Species Request Form, submit it to NDOR, and revise it in response to NDOR comments.
 - 1.5 Section 4(f) / 6(f) Evaluation. Consultant will determine if adjacent 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are impacted by the project alignment. Consultant will also determine if any adjacent property was developed under Section 6(f) of the Land and Water Conservation Fund Act.
If the situation can be handled as an exemption or *de minimis* determination, Consultant will prepare the NDOR Determination of Section 4(f) De Minimis Use Form and concurrence letter. If the project requires preparation of a Section 4(f) Statement or additional Section 6(f) document, these services would require a contract amendment.
 - 1.6 Documentation and Revisions. Consultant will complete the CE Documentation Form, including Project Description, Purpose and Need Statement, project maps, and other supplemental information such as resource agency correspondence. Consultant will submit the CE Documentation Form and attachments to NDOR for review and approval. Consultant will address NDOR and FHWA comments and prepare revisions to the CE Documentation Form. Consultant will prepare the Green Sheet for the project.
 - 1.7 QA/QC by JFO Consultant. Sub-consultant will provide an independent review of CE Documentation prior to submittals to the City of Grand Island.
2. Utility Potholing/Survey. Utility potholing will take place for all unknown elevation sanitary sewer and waterline crossings to verify their locations and depths. This will happen for any location where a manhole or water valve is not within twenty feet of a known conflict crossing. There are approximately 5 sanitary sewer crossings and 9 waterline crossings that may require potholing. These locations will be surveyed in accordance with current NDOR survey specifications.
 3. Preliminary Plans, Specifications and Estimate. This task includes completing the preliminary design submittal package for the project.
 - 3.1 Data Collection, Review and Site Visit. For gathering, reviewing and organizing data for the project. This also includes one site visit to the project area to review the project plans and discuss any required changes due to changed field conditions.
 - 3.2 Storm Drainage Design. This task includes the effort to review the hydraulic analysis to determine if the storm drainage profile slopes can be reduced to avoid utility conflicts along the entire project corridor. This will include the redesign of the storm drainage alignment and profile along Division, Madison, Harrison, 1st Street and Logan Street. This redesign effort will minimize the impacts to utilities, trees and an existing storm sewer system, which will reduce project costs. This task may take a couple iterations depending on potholed utility locations found after the redesign.
 - 3.3 Water Design. This task includes the effort to complete water design revisions and removals necessary to avoid interruptions to residential and business water

services during construction at different locations on the project. This will include design efforts to complete water services from the water main to the stop boxes at all storm sewer conflicts.

- 3.4 Roadway Reconstruction Geometric Design. This task includes the geometric design for all roadway intersections, driveways, etc., that are revised during the final design revisions for the project. This includes adding new labels and editing all the existing geometric point labels on the sheets. Pavement removal and replacement will be to the nearest joint on all concrete streets.
 - 3.5 Construction and Removal. Revise the Removal and Construction plan sheets with appropriate notes detailing construction and removal items not specifically identified elsewhere in this scope that may change due to redesign. This includes changing all the curb inlet build notes to follow standard NDOR format.
 - 3.6 Curb and Gutter Profile. This task includes creating plan and profile sheets showing the proposed curb and gutter profile to be reconstructed. The sheets will include spot grades along the back of curb.
 - 3.7 Construction Phasing, Traffic Control and Detour. The Consultant will prepare construction phasing plans for the project. Once the construction phasing plans are complete, a traffic control plan will be developed for each construction phase to provide a safe work zone. NDOR Standard plans and the MUTCD will be used as references and details when appropriate. Lastly, a project detour route will be required for construction work on Broadwell Avenue. A proposed detour route will be completed for the plan submittal.
 - 3.8 Special Details. This task includes revising existing special detail plan sheets that have changed due to redesign efforts to avoid utility conflicts. It also includes creating a new special plan sheet for special inlets on the project. The special inlet design will be completed by a Structural Engineer.
 - 3.9 Utility Coordination/Verification and Relocation. The Consultant will provide revised construction plans to affected utilities so they may review the project documents to verify all known conflicts have either been avoided or conflicts that still exist will be relocated prior to construction. This effort will be coordinated with the City of Grand Island.
 - 3.10 Specifications/Special Provisions. The Consultant will prepare draft project specifications/special provisions for all pay items not contained within the NDOR 2007 construction specifications. A few examples of proposed special provisions for the project include wordings to allow construction phasing changes by the contractor, traffic control and local traffic closings, restrictions, and utility status.
 - 3.11 Quantities/Estimates. Complete and tabulate all of the project quantities. Quantities will be submitted using NDOR standard bid items and NDOR quantity forms. Estimates of probable cost will be provided for this submittal only. The final project estimate will be completed by NDOR.
4. Final Plans, Specifications and Estimate. This task includes completing the final design submittal package for the project and addressing all comments from the previous submittal.
- 4.1 Storm Drainage Design. This task includes the effort to complete any final storm drainage design based off comments from the previous submittal.
 - 4.2 Water Design. This task includes the effort to complete any final water design based off comments from the previous submittal.
 - 4.3 Roadway Reconstruction Geometric Design. This task includes the effort to complete any geometric design revisions based off comments from the previous submittal.
 - 4.4 Construction and Removal. This task includes the effort to complete any construction and removal design revisions based off comments from the previous submittal.
 - 4.5 Curb and Gutter Profile. This task includes the effort to complete any plan changes and grade revisions based off comments from the previous submittal.
 - 4.6 Construction Phasing, Traffic Control and Detour. The Consultant will finalize plans showing the construction phasing, traffic control and detour.
 - 4.7 Special Details. This task includes the effort to complete any special detail plan sheets based off comments from the previous submittal.
 - 4.8 Utility Coordination/Verification and Relocation. This task includes final coordination of the design with affected utilities and making any last revisions

- based upon the utility review comments.
- 4.9 Specifications/Special Provisions. The Consultant will finalize the project specifications/special provisions for all pay items not contained within the NDOR 2007 construction specifications.
 - 4.10 Quantities/Estimates. Complete and tabulate all of the project quantities. Quantities will be submitted using NDOR standard bid items and NDOR quantities forms. The estimate of probable cost will be prepared by NDOR.
 - 4.11 NDOR Submittal Revisions. This task will include addressing all comments from the NDOR PS&E submittal review for preparation to let the project.
5. NPDES Permit, NOI and Storm Water Pollution Prevention Plan (SWPPP). The Consultant shall submit a NPDES permit and NOI document to NDEQ for the project. Also, a Storm Water Pollution Prevention Plan (SWPPP) booklet will be completed for the project. This booklet will be used by the contractor throughout construction and updated regularly according to its guidelines.
 6. Project Management and Quality Control.
 - 6.1 Project Management. This task includes activities to initiate and monitor the project schedule, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence and maintain project records.
 - 6.2 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks prior to any official submittal. This task includes providing the City of Grand Island with review documents from the QA/QC review. The documents will provide the reviewers comments about the plans and specifications reviewed prior to each submittal.
 - 6.3 Final Deliverables. Consultant will prepare final deliverables and submit to the City of Grand Island the electronic files and hard copies of all materials.
 7. Project Meetings.
 - 7.1 Kick-Off Meeting. Consultant will plan and organize a kick-off meeting before project work begins with the City of Grand Island staff. This meeting will allow an exchange of ideas and information relative to the design. The objective of the meeting is to review the project approach according to the scope of work and determine if any changes in the approach are required to meet the project schedule.
 - 7.2 City Progress Meetings. Project staff will meet with the City of Grand Island for four (4) progress meetings, and prepare minutes of the meetings. Meetings will be held in Grand Island.
 - 7.3 NDOR Progress Meetings. Project staff will meet with the City, NDOR and FHWA for two (2) Meetings, and prepare minutes of the meetings.
 8. Construction Phase Services. Construction Phase Services to be negotiated as a supplement to the scope of services and engineering agreement will be made after final design is completed for the project. Construction engineering to be completed by the Consultant includes inspection of all materials used to insure that they meet the minimum specifications. Specific services shall include but not be limited to the following:
 - 8.1 Coordinate and facilitate pre-construction meeting and progress meetings.
 - 8.2 Observe progress and quality of work.
 - 8.3 Provide construction staking.
 - 8.4 Review and comment on contractor's application for payment.
 - 8.5 Review and comment on Certified Payrolls.
 - 8.6 Review shop drawings / request for information.
 - 8.7 Prepare traffic control reports.
 - 8.8 Prepare observation reports.
 - 8.9 Inspect and test materials to make sure that they meet specifications.
 - 8.10 Monitor for environmental compliance (SWPPP & Green Sheets).
 - 8.11 Maintain as-built plan set throughout the project duration.
 - 8.12 Complete project closeout.

E. DELIVERABLES:

1. Monthly Invoices and Progress Reports
2. Meeting Minutes
3. *Categorical Exclusion Document* and supporting documentation
4. Section 106 Concurrence Request Form
5. *4(f) De Minimis Determination* letter and form, if applicable
6. *NDOR Wetland Delineation Checklist*
7. Preliminary Wetland Determination Memo of Findings
8. Threatened and Endangered Species Consultant Forms and Supporting documentation
9. NPDES Permit, NOI and SWPPP
10. Agency concurrence letters
11. Final Engineering Design Plans, Specifications, and Estimates to meet NDOR requirements
12. Hard copies of all materials and final electronic as-built files

F. PROJECT INFORMATION FORMAT

1. Consultant will follow the State's CADD drafting procedures and guidelines in preparing plans and the wetland delineations.

G. SCHEDULE

1. Notice to Proceed: August 17, 2011
2. Kick-off Meeting: August 17, 2011
3. 30% Plan In Hand: September 30, 2011
4. Consultant Evaluation: October 7, 2011
5. Preliminary PS&E Submittal to City of Grand Island: November 2, 2011
6. Final PS&E Submittal to City of Grand Island: December 14, 2011
7. Completion Date for NEPA Materials: December 29, 2011
8. PS&E Submittal to NDOR: January 25, 2012
9. Consultant Evaluation completed by the City of Grand Island: February 8, 2012

These preliminary dates will be adjusted, as necessary, from the Notice to Proceed. Schedule is also dependent upon timely reviews and approvals from the City, NDOR and FHWA.

NEPA CE, Preliminary and Final Engineering Project Cost

Project Name: US-30 Drainage Improvement
 Project Number: URB-30-4(158)
 Control Number: 40352A
 Location (City, County): Grand Island, Hall County
 Consultant Project Manager: Steve Irons
 Phone/Email: (402) 477-4240 / siron@kirkham.com
 LPA Responsible Charge: Scott Griepstroh
 Phone/Email: (308) 385-5444 ext. 265 / scottg@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
 Date: July 22, 2011

LPA:
CITY OF GRAND ISLAND

Labor Costs:		Hours	Rate	Amount
Personnel Classification				
Principal		14	\$43.27	\$605.78
Senior Environmental Scientist				
Environmental Scientist				
Senior Engineer/ Project Manager		147	\$38.22	\$5,618.34
Project Design Engineer		260	\$34.08	\$8,860.80
Design CADD Technician		8	\$35.10	\$280.80
Designer/Technician		72	\$27.00	\$1,944.00
Administrative		18	\$17.25	\$310.50
Registered Land Surveyor				
Survey Crew (2)				
Geotech Crew (2)				
TOTAL		519		\$17,620.22

Direct Expenses:		Amount
Subconsultants		\$39,391.08
Printing and Reproduction Costs		\$210.00
Mileage/Travel		\$770.00
Lodging/ Meals		
Other Miscellaneous Costs		
TOTAL		\$40,371.08

Total Project Costs:		Amount
Direct Labor Costs		\$17,620.22
Overhead @ 195.62%		\$34,468.67
Total Labor Costs		\$52,088.89
Fixed Fee @ 13.00%		\$6,771.56
Direct Expenses		\$40,371.08
PROJECT COST		\$99,231.53

Signature of Responsible Charge

Date

Independent Cost Estimate
Project Cost

Exhibit "B"

NEPA CE, Preliminary and Final Engineering Project Cost

Project Name: US-30 Drainage Improvement
 Project Number: URB-30-4(158)
 Control Number: 40352A
 Location (City, County): Grand Island, Hall County
 Consultant Project Manager: Kevin Kruse
 Phone/Email: (402) 435-3080 / kkruse@jeo.com
 LPA Responsible Charge: Scott Griepentstroh
 Phone/Email: (308) 385 - 5444 ext. 265 / scottg@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
 Date: July 19, 2011

LPA:

CITY OF GRAND ISLAND

Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Senior Environmental Scientist			
Environmental Scientist	24	\$37.26	\$894.24
Senior Engineer/ Project Manager	138	\$33.33	\$4,599.54
Project Design Engineer			
Design CADD Technician	50	\$24.42	\$1,221.00
Designer/Technician	200	\$21.50	\$4,300.00
Administrative			
Registered Land Surveyor		\$31.32	
Survey Crew (2)	8	\$50.97	\$407.76
Geotech Crew (2)		\$50.97	
TOTAL	420		\$11,422.54

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Other Miscellaneous Costs	\$148.49
TOTAL	\$148.49

Total Project Costs:	Amount
Direct Labor Costs	\$11,422.54
Overhead @ 204.03%	\$23,305.41
Total Labor Costs	\$34,727.95
Fixed Fee @ 13.00%	\$4,514.63
Direct Expenses	\$148.49
PROJECT COST	\$39,391.08

Signature of Responsible Charge

Date

Independent Cost Estimate
Project Cost

Exhibit "B"

EXHIBIT "C "

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

- \$ 1,000,000 Per Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

STAFFING PLAN

CONSULTANT: Kirkham Michael
PROJECT NUMBER: URB-30-4(158)
CONTROL NUMBER: 40352A
PROJECT NAME: US-30 Drainage Improvement

EMPLOYEE CLASSIFICATION	NAME	ACTUAL RATE	* AVERAGE RATE
Principal (PR)	Michael Olson	\$ 43.27	
Senior Engineer/Project Manager (SENG)	Steve Irons	\$ 38.22	
Project Design Engineer (ENG)	Steve Irons, 50%	\$ 38.22	\$ 34.08
	Mark Egger, 50%	\$ 21.63	
Design Technician (DT)	Mark Templeman	\$ 35.10	
Cadd Technician (CT)	Cory Reinke	\$ 27.00	
Clerical (CL)	Lucinda Bugbee	\$ 17.25	



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING CONSULTING SERVICES FOR
US-30 DRAINAGE IMPROVEMENT**

RFP DUE DATE: June 9, 2011 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: May 23, 30 & June 6, 2011
NO. POTENTIAL BIDDERS: 0

SUMMARY OF PROPOSALS RECEIVED

Kirkham Michael
Lincoln, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Scott Griepenstroh, PW Project Mgr.

P1479

RESOLUTION 2011-204

DISCLAIMER APPLICABLE TO THE SIGNING OF THE ENGINEERING SERVICES AGREEMENT

The following is a resolution drafted by the Nebraska Department of Roads (NDOR) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOR, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOR LPA Guidelines Manual for Federal-aid Projects.

Approved as to Form	<input type="checkbox"/>	_____
August 4, 2011	<input type="checkbox"/>	City Attorney

RESOLUTION 2011-204

SIGNING OF AN ENGINEERING SERVICES AGREEMENT

[City of Grand Island]_____

Resolution No. 2011-204

Whereas: City of Grand Island is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Grand Island and Kirkham, Michael & Associates, Inc. of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide Engineering Consulting Services related to the US Highway 30 Drainage Improvement project for the Federal-aid project.

Be It Resolved: by the City Council of Grand Island that:

Jay Vavricek, Mayor, is hereby authorized to sign the attached Engineering Services Agreement between City of Grand Island and Kirkham, Michael & Associates, Inc. of Omaha, Nebraska.

NDOR Project Number: URB-30-4(158)

NDOR Control Number: 40352A

NDOR Project Description: US-30 Drainage Improvement

Adopted this **9th** day of **August, 2011** at Grand Island, Nebraska.
(Month) (Year)

The City Council of City of Grand Island

Randy Gard

Bob Niemann

Peg Gilbert

Scott Dugan

Linna Dee Donaldson

Kirk Ramsey

Mitchell Nickerson

Larry Carney

John Gericke

Chuck Haase

Board/Council Member_____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Jay Vavricek, Mayor

Attest:

City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G21

#2011-205 - Approving Renewal of MUNIS Contract

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: August 9, 2011

Subject: Approving Annual Agreement for Financial Software Licensing and Support

Item #'s: G-21

Presenter(s): Mary Lou Brown, City Administrator

Background

On July 10, 2001, Council approved the purchase and implementation of the MUNIS integrated financial software system. In order to receive needed software upgrades and technical assistance from the company, it is necessary to enter into an annual Support Agreement.

Discussion

The total cost for the period of 9/14/2011 to 9/13/2012 is \$125,695.89 which includes: Operating System Database Administrative Support \$24,158.74, MUNIS Module Support and Update Licensing \$98,537.15, and GUI Support \$3,000. The need for annual support and their related costs were presented to Council at the time of the initial purchase.

Alternatives

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

1. Approve the 2011-2012 Contract with Tyler Technologies, Inc for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 2011-2012 Annual Financial Support Agreement with Tyler Technologies, Inc.

Sample Motion

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

ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT FOR MUNIS® SOFTWARE

Invoice to: 1181 City of Grand Island Contact: Mary Lou Brown
PO Box 1468
Address: Grand Island, 03302 Telephone: 308.585 3444

This Support and License Agreement (herein "Agreement") is entered into between City of Grand Island (Licensee) with its principal place of business at 100 East First Street, Grand Island, NE and Tyler Technologies, Inc., MUNIS Division (Licensor) with its principal place of business at 370 U.S. Route One, Falmouth, Maine, 04105 on this 14th day of September 2011.

The headings used in the Agreement are for reference purposes only and shall not be construed a part of this Agreement.

The Licensor agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 09/14/11 and shall remain in force until 09/13/12 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee schedule as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: ☒ City/Town/Village ☐ School ☐ County ☐ Other (This Agreement is limited to only those entities marked.)

III. Payment

- Licensee agrees to pay MUNIS \$ 98,537.15 for Licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2003 system.

Application:		Application:	
Accounting/GL/BG/AP	F	Tyler Forms Processing	F
Accounts Receivable	F		
Employee Self Service	D		
Fixed Assets	F		
General Billing	F		
HR Management	D		
MUNIS Connector for LaserPrint	E		
UB Special Assessments	D		
MUNIS Crystal Reports	F		
MUNIS Office	F		
Payroll	D		
Project & Grant Accounting	F		
Purchase Orders	F		
Requisitions	F		
Timekeeping Interface	D		

Licensor:

Tyler Technologies, Inc., MUNIS Division

Richard L. Peterson, Jr., President

Date: July 18, 2011

Date:

* Current Billable Service Rates are available on request.

Rules are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

* Licensee's acceptance/signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV, and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept, a License subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This License is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosure by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensed's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the Licensed Products for archival purposes only. The Licensee will retain any proprietary codes on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current maintenance support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate to the extent described within these documents, the Licensee will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensee.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee:
 - a.) MUNIS shall provide software related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as a hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Release, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, on-site coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, on-site support, application or design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation on the Current Software Release as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, fixtures, or other equipment necessary to provide the specified support and maintenance services.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgment not exceeding the fee payment paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or attachments of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspensions:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be resumed when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PRIOR ORAL OR WRITTEN AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

**Annual Agreement For
Operating System & Database Administration Support**

Invoice to: City of Grand Island

Contact: Brent Springer

Mary Lee Brown

Address: P.O. Box 1368, Grand Island, NE 68602

Telephone: (308) 385-5444

This Agreement (herein "Agreement") is entered into between City of Grand Island (CUSTOMER) with its principal place of business at P.O. Box 1368, Grand Island, NE 68602 and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at 343 US Route One, Portland, Maine 04106 on the 22 day of July, 2011.

The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

CUSTOMER agrees to purchase and MUNIS agrees to provide the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Agreement is effective as of 08/14/2011 and shall remain in force until 08/13/2012 (one year term). Upon termination of this Agreement, CUSTOMER may renew the Agreement for subsequent one year periods at the then current fee structure as established by MUNIS.

II. Scope of the Agreement:

Both parties acknowledge that the Agreement covers the services described below, for the operations of:

☒ City/Town ☐ School ☐ County ☐ Other

(This Agreement is limited to only those entities marked.)

III. Payment:

1. CUSTOMER agrees to pay MUNIS \$24,482.00, for the services as described below. The payment is due and payable upon execution of the Agreement.
2. **Additional Charges:** Any maintenance performed by MUNIS for CUSTOMER who is not covered by the Agreement will be charged at the then applicable time rate. All materials supplied in connection with such non-covered maintenance or support will be charged to CUSTOMER. Any additional charges will be added to the next invoice submitted to CUSTOMER and shall be due on the same date as the other charges included in that invoice.

IV. Covered System:

Specified Hardware System:
Dell PowerEdge 3100
Windows 2003

Database Products:
Informatica 11.5.6
SQL Server

V. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of CUSTOMER.
 - a. **OS/DBA Service:** is available during MUNIS's normal working hours (8:30 A.M. to 5:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement.
 - b. **OS/DBA related trouble calls** can be placed by calling 1-800-772-2860 and choosing option 3, then choosing option 5. After four lines, your call may be forwarded to the OS/DBA mailbox at extension 5545. In either case, your call will be recorded and returned on a first in first out basis, except on reports the service your system is down which are moved to the head of the queue.
 - c. The Windows System Administration services are restricted to the Application Server that MUNIS is installed on. In cases where a stand by server is employed, the stand by server is included as long as the standby server is only used in the event of the primary application server failing. Specifically, the standard OS/DBA contract for Windows System Administration support is intended to be for a single Windows Server, the MUNIS Application Server.
 - d. **Databases:** The intended coverage for a standard OS/DBA contract is for a single MUNIS Application Server running any number of MUNIS Application Modules utilizing 1 live and 1 training database. Therefore, the Database Administration services are restricted to 2 MUNIS Databases, defined as one live database and one training database.
 - (1) In cases where multiple live databases exist, as is the case when more than one business entity shares the MUNIS Application Server, each additional separate business entity is required to contract for the Database Administration Services portion of the OS/DBA Services contract separately at a rate of 50% of the quoted OS/DBA annual price. In this event, one of the business entities sharing the MUNIS Application Server is required to purchase the OS/DBA contract at full price.
 - (2) In cases where multiple databases exist, and all databases belong to a single business entity, only one live and one training database will be covered. Each additional database pair of one live and one training, or one live and no training, must be contracted for separately at the rate of 50% of the quoted OS/DBA contract price.
2. **MUNIS Application Software:** MUNIS GUI. The standard OS/DBA service includes coverage for one or two complete sets of MUNIS GUI application programs and/or data, defined as one live set and one training set.
3. **MUNIS Required Foundation Software:**
 - (1) The standard OS/DBA contract includes a single installation of all MUNIS required foundation software.

(2) MUNIS required foundation software is defined as any software required to run MUNIS. This includes Database Engine software, Informix 4GL Runtime software, Informix Dynamic 4GL software and 4GL Universal Compiler Runtime software.

(3) In no case does the OS/DBA contract supply support for any Microsoft Product including the PC operating system.

g. In cases where multiple installations of foundation software exist for any purpose other than as required for a stand by or back up server configuration, such as a development installation, only the installation required to run MUNIS is covered under the standard OS/DBA contract.

h. The scope of the service provided by a standard OS/DBA contract is restricted to the installation and configuration of MUNIS Application software and MUNIS required foundation software as originally installed on the MUNIS Application Server.

i. Further services in the category of Windows System Administration are limited to administrative tasks on the installed Operating System.

j. Further services in the category of Data Base Administration are limited to administrative tasks on the installed Database Engine software.

2. Limitations and Exclusions:

a. This Agreement does include the installation and configuration of a new or upgraded server once every two years.

b. This Agreement does not include the installation and configuration of a new Informix Engine.

c. This Agreement does not provide support for software not required to run MUNIS.

d. This Agreement does not provide support for software required but not recommended (i.e. terminal emulation software that has not been recommended by MUNIS).

3. CUSTOMER Responsibilities:

a. CUSTOMER shall provide adequate storage of MUNIS, full and free access to the programs covered hereunder, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, electric area, facilities, or other equipment necessary to provide the specified support and maintenance service.

b. CUSTOMER shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. CUSTOMER shall pay for installation, maintenance and use of said equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with other connection. Such access by MUNIS shall be subject to prior approval by CUSTOMER in each instance.

4. Non-Assignability: CUSTOMER shall not have the right to assign or transfer its rights hereunder to a third party.

5. Excused Non-Performance: MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, sabotage, acts of God, or other causes beyond its control.

6. Limitation of Liability: The liability of MUNIS is hereby limited to a money judgment not exceeding the total amount paid by CUSTOMER for services under this Agreement. CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO ADD MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE. EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.

VI. General

1. Governing Law: This agreement shall be governed by, and construed in accordance with the laws of the client's state of domicile. The validity or enforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.

2. Modification of this Contract: No modifications or amendments of this Agreement shall be effect unless set forth in writing and signed by both CUSTOMER and MUNIS.

3. Suspension: Support and services will be suspended whenever CUSTOMER'S account is thirty days overdue. Support and services will be reinstated when CUSTOMER'S account is made current.

4. Trademarks: MUNIS and the MUNIS Logo are registered trademarks of MUNIS, Inc.

CUSTOMER

Tyler Technologies, Inc., MUNIS Division



Richard F. Peterson, Jr., President

July 22, 2011

Date

Date

*CUSTOMER's acceptance signature is optional. Payment of this contract by CUSTOMER signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to the contract.

RESOLUTION 2011-205

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

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

WHEREAS, the cost for the period of September 14, 2011 to September 13, 2012 for Operating System Database Administrative support is \$24,158.74; and

WHEREAS, the cost for the period of September 14, 2011 to September 13, 2012 for Munis Module support and update licensing is \$98,537.15; and

WHEREAS, the cost for the period of September 14, 2011 to September 13, 2012 for GUI support is \$3,000.00; and

WHEREAS, the proposed agreements have been reviewed and approved by the City Attorney's office

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$125,695.89 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G22

#2011-206 - Approving 2011-2012 Community Redevelopment Authority (CRA) Budget

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: Chad Nabity

RESOLUTION 2011-206

WHEREAS, the Grand Island Community Redevelopment Authority (CRA) has approved a budget request for the 2011-2012 fiscal year; and

WHEREAS, the CRA budget request includes sufficient funding to cover anticipated expenses for the CRA during the 2011-2012 fiscal year (\$431,384) and funding for the Lincoln Park Pool (\$200,787); and

WHEREAS, the Grand Island City Council will set the final levy at their meeting on or around September 13 after receiving final valuations from the Hall County Assessor, and

WHEREAS, the dollar amount requested by the CRA for the 2011-2012 fiscal year can be raised within the \$0.026 levy allowed by State Law,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, THAT THE GRAND ISLAND COMMUNITY REDEVELOPMENT AUTHORITY BUDGET REQUEST OF \$632,171 IS HEREBY APPROVED AND THAT THE NECESSARY LEVY NOT TO EXCEED \$0.026 PER \$100 VALUATION SHALL BE INCLUDED IN THE 2011-2012 COMBINED CITY BUDGET.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G23

#2011-207 - Approving Change Order No. 1 on Project WWTP-2010-3 for Aeration Basin Improvements at the Wastewater Treatment Plant

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: John Henderson, Superintendent Wastewater Treatment Plant

Meeting: August 9, 2011

Subject: Approving Change Order No. 1 on Project WWTP-2010-3 for Aeration Basin Improvements at the Wastewater Treatment Plant

Item #'s: G-23

Presenter(s): John Collins, Public Works Director

Background

The City Council approved the contract for construction to Oakview dck, LLC of Red Oak, Iowa for the Aeration Basin Improvements for the Wastewater Treatment Plant on December 13, 2010.

The primary purpose of the Aeration Basin Improvements project is to replace existing aeration equipment that is at or near the end of its useful life. Two existing blowers shall be replaced with two high efficiency units that will improve reliability and reduce energy usage and operating costs. The two new blowers will operate with the two existing blowers to remain in service.

In addition to the blowers, the aeration basin piping and aeration equipment is being modified or replaced to optimize process controls and replace aged equipment.

The existing aeration diffusers currently require annual cleaning to prevent high pressure loss and increased energy consumption leading to high operations and maintenance costs. The new diffusers will reduce both operations and maintenance costs. The new diffusers, along with automated valves and instrumentation, will allow operations staff to optimize aeration basin operations based on the current aeration basin configuration.

Discussion

Change Order No. 1 covers concrete and joint repair in the aeration basins. Following dewatering and cleanup of Basin No. 4, it became evident that repair of cracks in the concrete floor and expansion joints in the floor and walls was needed. The current condition of the floor and joints is not a structural concern at this time; however, the repair work is recommended to prolong the life of the basins and reduce the risk of a significant repair in the future. It is anticipated that similar repair work will be required for the other three basins. As such, allowances for the other basins are included in this change order. A subsequent change order will be required to adjust the

Contract Price based on actual quantities. An itemized list of the work items is included in the attached change order summary.

Item CO1-1. Floor Concrete Repair in Basin No. 4

Revealed by: Contractor

Initiated by: Engineer

Recommendation by: Wastewater Staff

This change involves repair of the floor adjacent to the expansion joints in Anoxic Zone 3 and Oxidic Zone 2. Unsound concrete will be removed and replaced as follows: saw cut perimeter (1 inch deep min.), remove concrete to joint, apply bonding agent, and repair with Sika Monotop 611, or approved equal, with 3/8-inch aggregate. The estimated quantity is 40 cubic feet.

Item CO1-2. Floor Expansion Joint Repair in Basin No. 4

Revealed by: Contractor

Initiated by: Engineer

Recommendation by: Wastewater Staff

This change involves removal of loose sealant in the four expansion joints in the floor, each about 66 feet long (full width of basin). The joints will be re-sealed using the original product type, Gardox, or approved equal. The joints will be prepared in accordance with the manufacturer's recommendations. The estimated quantity is 264 feet.

Item CO1-3. Caulking of Wall Expansion Joints in Basin No. 4

Revealed by: Contractor

Initiated by: Engineer

Recommendation by: Wastewater Staff

This change involves sealing of the wall expansion joints, interior only. No sealant was used originally, only expansion joint filler material. Caulking product will be Polymeric Systems "RC-270", Pecora "Dynatred", or approved equal. Caulk will be approx 1/2-inch deep with backer rod where necessary. Joints will be prepared in accordance with the manufacturer's recommendations. The estimated quantity is 160 feet.

Item CO1-4. Allowance – Floor Concrete Repair in Basin Nos. 1, 2, and 3

Initiated by: Engineer

Recommendation by: Wastewater Staff

This allowance covers the anticipated concrete repair of the floor in Basin Nos. 1, 2, and 3. The allowance is based on an estimated quantity of 150 cubic feet.

Item CO1-5. Allowance – Floor Expansion Joint Repair in Basin Nos. 1, 2, and 3

Initiated by: Engineer

Recommendation by: Wastewater Staff

This allowance covers the anticipated joint repair of the floor in Basin Nos. 1, 2, and 3. The allowance is based on an estimated quantity of 792 feet.

Item CO1-6. Allowance - Caulking of Wall Expansion Joints in Basin Nos. 1, 2, and 3

Initiated by: Engineer

Recommendation by: Wastewater Staff

This allowance covers the anticipated caulking of the wall joints in Basin Nos. 1, 2, and 3. The allowance is based on an estimated quantity of 480 feet.

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

Effect on Contract Price

<u>Item</u> <u>Description</u>		Increase/Decrease In Contract Price (+/-)
CO1-1	Floor Concrete Repair in Basin No. 4	+\$15,600.00
CO1-2	Floor Expansion Joint Repair in Basin No. 4	+\$2,508.00
CO1-3	Caulking of Wall Expansion Joints in Basin No. 4	+\$1,280.00
CO1-4	Allowance – Floor Concrete Repair in Basin Nos. 1, 2, and 3	+\$58,500.00
CO1-5	Allowance – Floor Expansion Joint Repair in Basin Nos. 1, 2, and 3	+\$7,524.00
CO1-6	Allowance - Caulking of Wall Expansion Joints in Basin Nos. 1, 2, and 3	+\$3,840.00
NET CHANGE IN CONTRACT PRICE		+89,252.00
BID AMOUNT OF ORIGINAL CONTRACT		\$3,487,000.00
PREVIOUS CHANGE ORDER ADJUSTMENTS		<u>+\$0.00</u>
CURRENT CONTRACT AMOUNT		\$3,487,000.00
CHANGE ORDER NO. 1		<u>+\$89,252.00</u>
ADJUSTED CONTRACT AMOUNT		\$3,576,252.00

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 No. 1 with Oakview dck, LLC 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 Work's staff, Engineer, and City Administration recommend that the Council pass a Resolution approving Change Order No. 1 to Oakview dck, LLC, of Red Oak, Iowa on the Aeration Basin Improvements Project. The net change in cost of the contract is \$89,252.00.

Public Works Administration and the engineering firm Black & Veatch recommend that the Council approve Change Order No. 1 to Oakview dck, LLC of Red Oak, Iowa for a contractual value of \$3,576,252.00.

Sample Motion

Move to approve Change Order Number 1 for Aeration Basin Improvements at the Wastewater Treatment Plant.

RESOLUTION 2011-207

WHEREAS, on December 7, 2010, by Resolution 2010-342, the City of Grand Island awarded Oakview dck, LLC of Red Oak, Iowa the bid in the amount of \$3,487,000 for furnishing materials and services for WWTP-2010-3 Aeration Basin Improvements project at the Wastewater Treatment Plant; and

WHEREAS, it has been determined that additions to the work to be performed by Oakview dck, LLC of Red Oak, Iowa are necessary for structural sealing in joint work within the basins; and

WHEREAS, engineer Black & Veatch has reviewed the unit cost for additional structural sealing joint work within the basins as fair and reasonable; and

WHEREAS, city staff and engineer Black & Veatch have negotiated a unit cost Change Order No. 1 with Oakview dck, LLC of Red Oak, Iowa at \$89,252.00; and

WHEREAS, such change order shall provide for structural joint repair within the individual aeration basins; and

WHEREAS, after Change Order No. 1, the revised contract is \$3,576,252.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order No. 1 with the contracting firm, Oakview dck, LLC of Red Oak, Iowa, in the amount of \$89,252.00 for WWTP-2010-3 Aeration Basin Improvements project at the Wastewater Treatment Plant is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
August 9, 2011	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item I1

#2011-208 - Consideration of Request from Doc & Fritz's Shady Bend, Inc. dba Doc & Fritz's Shady Bend, 3609 E Hwy 30 for an Addition of a Sidewalk Café to their Class "C" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-208

WHEREAS, an application was filed by Doc & Fritz's Shady Bend, Inc., doing business as Doc & Fritz's Shady Bend, 3609 East Highway 30 for a 12' x 36' addition to the north side of their building relative to their Class "C-88751" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 30, 2011; such publication cost being \$15.63; and

WHEREAS, a public hearing was held on August 9, 2011, 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 for a 12' x 36' addition 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 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 5, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item I2

**#2011-209 - Consideration of Intent to Annex Areas 3a, 6 7, 12, 13
& 14**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Hall County Regional Planning Department

Meeting: August 9, 2011

Subject: Annexation Areas Identified as 3a, 6, 7, 12, 13, and 14

Item #'s: I-2

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

Background

At the March 22, 2011 meeting of the Grand Island City Council a resolution was passed that directed the planning department and other city staff as follows:

- to proceed with preparing annexation plans (as required and defined by statute),
- to notify property owners and school districts as required by law, and
- to forward the annexation plans to the Regional Planning Commission for review regarding 8 areas eligible for annexation adjacent to the Grand Island municipal limits.

The annexation plans for 6 of the 8 identified areas are complete and were considered by the Regional Planning Commission after a public hearing at their meeting held July 6, 2011. The attached map identifies those areas under consideration at this meeting. Annexation plans are attached for areas identified as 3a, 6, 7, 12, 13, and 14.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation. In following the process approved by Council on March 22nd, 2011 annexation plans have been prepared by staff and referred to the Regional Planning Commission for recommendation. The second action in this process is for Council to pass a resolution stating their intent to annex, approve annexation plans and set public hearings for comment on the annexations before council.

Alternatives

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

1. Approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation for September 27, 2011
2. Choose not to approve the resolution of intent to annex, the attached annexation plans, and set public hearings on annexation for September 27, 2011.
3. Modify the resolution of intent to annex, the attached annexation plans, and/or the public hearing date.
4. Postpone the issue

Recommendation

At the July 6th, 2011 meeting of the Hall County Regional Planning Commission a public hearing was held to take comment on the annexation plans for areas 3a, 6, 7, 12, 13, and 14. Several members of the public were in attendance to speak on annexation of these areas. The minutes of the Planning Commission Meeting pertaining to this item are attached. Planning Commission took separate votes on each area and recommended approval of all of the areas. Planning Commission did recommend that the farm properties on the east side of area 7 be removed from consideration for annexation at this time.

Council will have two versions of the Resolution from which to choose. The first version will include all 6 areas as originally proposed; the second version will include area 7 as recommended for approval by the Regional Planning Commission. Council may pass either resolution or portions of either resolution and staff will move forward accordingly.

City staff also recommends that the Council approve the resolution of intent to annex, the attached annexation plans, and set public hearings on annexations for September 27, 2011.

Sample Motion

Move to approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation of Areas 3a, 6, 7, 12, 13, and 14.

From the July 6th 2011 Planning Commission Minutes

4. **Public Hearing – Concerning annexation of properties identified as:**
Annexation Area 3a south of Airport Road/U.S. Highway 281 and on the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. Eagle Scout Park and the Veterans Field Complex are in this area. **Annexation Area 6** located north of Bismark Road to the east side of Stuhr Road. **Annexation Area 7** located north of U.S. Highway 34 on the east side of South Locust Street. **Annexation Area 12** located north of Husker Highway to the west side of U.S. Highway 281 and Prairieview Street. **Annexation Area 13** located south of Old Potash Highway on the west side of North Road. **Annexation Area 14** located south of 13th Street on the east and west sides of North Road and north of Faidley Avenue (C-05-2011GI).

O'Neill opened the Public Hearing.

Nabity briefly talked about the process of annexation; he explained City Council had charged Regional Planning to look at eligible areas for Annexation. City Council had selected eight areas and six of those plans were brought forward to Regional Planning. The remaining two may be brought forward for the August meeting.

Annexation Area 3a - U.S. Highway 281 and Broadwell Ave

This property is located in the north central part of the community. It is south of Airport Road/U.S. Highway 281 the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 210 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area. Eagle Scout Park and the Veterans Field Complex are in this area and maintained by the City Parks Department.

Annexation Area 6 - Bismark Road and Stuhr Road

This property is located in the southeast part of the community. It is mostly north of Bismark Road the east side of Stuhr Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 50 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

Nabity stated he had received a call from Tom Pirnie who owns the majority of the land in this area and he was in support of the annexation.

Annexation Area 7 - U.S. Highway 34 and South Locust Street (Vanosdal Fields)

This property is located in the southeast part of the community. It is north of U.S. Highway 34 on the east side of Locust Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There are about 65 acres of property included in the area. The property is currently used for agricultural and residential purposes. There are 3 houses included in this area.

Nabity stated one homeowner Heidi Aken and she was in favor of this annexation.

Janel Laub, 380 E. Highway 34, said she and her husband bought land there in 1996 to farm next to his parents. If the land were annexed into city limits, their children would no longer be eligible for school driving permits, could not have more numerous flocks of ducklings and they would be subject to higher taxes on farm equipment they purchase.

Their land would also eventually cease to be part of the Northwest School District, which has a more rural focus. Two of their children want to be farmers, and a third wants to be a veterinarian, Laub said.

If their land were to be annexed, "our whole way of life changes," she told the commission.

Evie Laub, 450 E Hwy 34, said the annexation would also separate the farm homestead from the farm ground, which runs to the east to Stuhr Road.

Commissioner John Amick of Doniphan concurred. He moved to annex just the western half of the proposed area, which includes the former ball fields and the Heidi Aken house that fronts onto Highway 34. Aken had previously spoken in favor of annexation.

Amick said water and sewer is available to the western portion of Area 7, (Aken property) but not to the Laub farmsteads on the east. The entire 65 acres is also not surrounded completely by city limits and the annexation, as originally proposed by the city, would substantially change the rural lifestyle the Laubs have, he said.

Annexation Area 12 - U.S. Highway 281 and Husker Highway

This property is located in the southwest part of the community. It is north of Husker Highway the west side of U.S. Highway 281 and Prairieview Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 200 acres of property included in the area that is currently used for agricultural purposes. There is one house and

no businesses included in this area.

Annexation Area 13 - Old Potash Highway and North Road

This property is located in the northwest part of the community. It is south of Old Potash Highway on the west side of North Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 120 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

Eric Pollock owns this property and was questioning what exactly this meant. Naby explained his property was surrounded by the city limits and Council is looking to get rid of the "islands" that have been formed. Sewer and water are available. Pollock questioned if there was a utility plan for the drainage because in the northwest quarter there is a drainage issue.

Annexation Area 14 - 13th and North Road

This property is located in the northwest part of the community. It is south of 13th Street on the east and west sides of North Road and north of Faidley Avenue. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 100 acres of property included in the area that is currently used for agricultural purposes. There are 3 houses and no businesses included in this area.

Landowners Ray Stander, 1104 N. North Road, and Floyd Leiser, 3550 N. Engleman Road, both objected, saying the land is being used for agricultural purposes.

"Farm ground is not necessary for city use," Leiser said. "They're not going to develop it as long as I'm alive," he added.

Northwest school Superintendent Bill Mowinkel also objected to the annexation of ag land from Areas 12, 13, 14 and the Laub ground in Area 7. He said the annexation results in a loss of tax base and property tax revenue for the Northwest School District.

Planning Commission Chairman Pat O'Neill said the commission is charged with evaluating current and future land use, not school finance.

Commissioner Les Ruge said because Grand Island has grown up around those areas, there is confusion on whether city or county forces have jurisdiction when it comes to road issues, drainage and emergency response. Annexation will clarify that.

O'Neill closed the Public Hearing.

Area 3a: U.S. Highway 281 and Broadwell Ave

This has 210 acres located south of Airport Road/U.S. Highway 281 and on the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. City sewer and water is available. It includes the Veterans Athletic Field Complex and Eagle Scout Park and is mostly city-owned so there is no property valuation and no property tax revenue. City annexation would clarify that city police have jurisdiction at the Athletic Complex, which is on ground leased by the city from the state.

A motion was made by Hayes to approve the Area 3a Annexation plan as submitted and seconded by Amick.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 6: Bismark Road and Stuhr Road

This has 50 acres located north of Bismark Road to the east side of Stuhr Road. City sewer and water is available. Estimated tax base is \$100,053. Estimated annual property tax for all political subdivisions is \$2,181.

A motion was made by Reynolds to approve the Area 6 Annexation plan as submitted and seconded by Brethauer.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 7: U.S. Highway 34 and South Locust Street (Vanosdal Fields)

This property is located in the southeast part of the community. It is north of U.S. Highway 34 the east side of Locust Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There are about 65 acres of property included in the area. The property is currently used for agricultural and residential purposes. There are 3 houses included in this area.

A motion was made by Amick to approve the Area 7 Annexation plan with the changes made to the annexation area to remove the Laub properties and to just include the Vanosdal property and the Aken property. This was seconded by Haskins.

Finding of Facts noted by Amick were this proposed annexation did not have sewer and water services available. This homestead was used as an ag use home property. Annexation of this property would adversely affect the families. Haskins agreed with Amick's findings.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 12: U.S. Highway 281 and Husker Highway

This is about 200 acres of farmland located north of Husker Highway and to the west side of U.S. Highway 281 and Prairieview Street. City sewer and water is available. Estimated tax base is \$481,334 and estimated property tax revenue is \$10,495 a year.

A motion was made by Bredthauer to approve the Area 12 Annexation plan as presented and was seconded by Reynolds.

Findings of fact noted by Bredthauer were water and sewer service is available and annexing of this property would have little or no impact to the owners.

The motion carried with 9 members present and 8 voting in favor (Amick, O'Neill, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and 1 member present voting against (Ruge) and no members abstaining.

Area 13: Old Potash Highway and North Road

This property is located in the northwest part of the community. It is south of Old Potash Highway on the west side of North Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 120 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

A motion was made by Bredthauer to approve the Area 13 Annexation plan as presented and was seconded by Amick.

Findings of fact noted by Bredthauer were water and sewer service is available and annexing of this property would have little or no impact to the owners.

The motion carried with 9 members present and 7 voting in favor (Amick, O'Neill, Ruge, Haskins, Bredthauer, Connelly and Snodgrass) and 2 members present voting against (Reynolds, Hayes) and no members abstaining.

Area 14: 13th and North Road

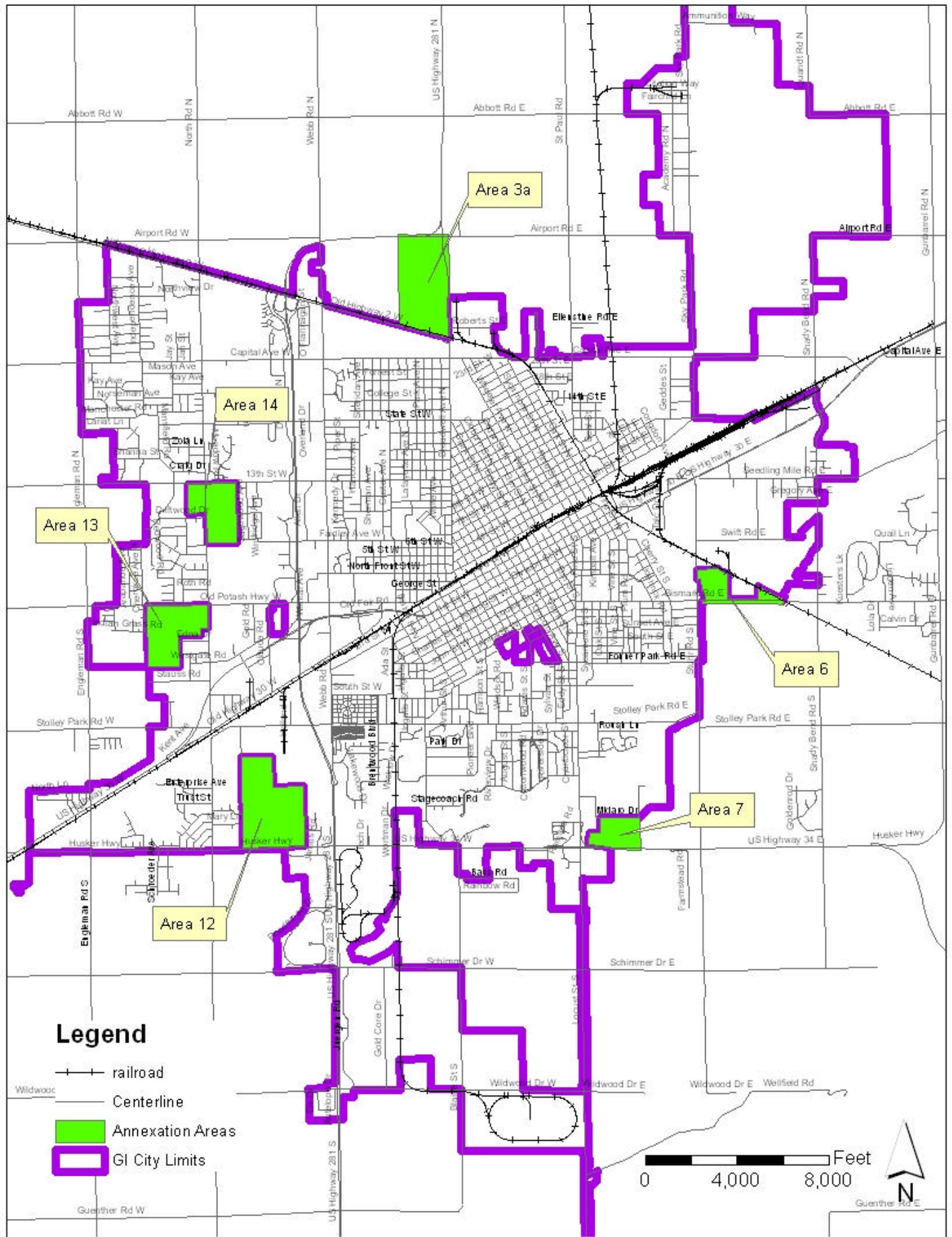
This property is the located in the northwest part of the community. It is south of 13th Street on the east and west sides of North Road and north of Faidley Avenue. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 100 acres of property included in the area that is currently used for agricultural purposes. There are 3 houses and no businesses include in this area.

This is about 100 acres of farmland south of 13th street and west of Sagewood Avenue. City sewer and water is available. Estimated tax base is \$687,081 with estimated property tax revenue of \$14,981 a year. Planning commission voted 7-2 in favor. Commissioners Bill Hayes and Deb Reynolds objected.

A motion was made by Ruge to approve the Area 14 Annexation plan as presented and was seconded by Bredthauer.

Findings of fact noted by Ruge were water and sewer service is available and annexing of this property would have little or no impact to the owners also this clears up who needs to provide services to the area, between City and County.

The motion carried with 9 members present and 7 voting in favor (Amick, O'Neill, Ruge, Haskins, Bredthauer, Connelly and Snodgrass) and 2 members present voting against (Reynolds, Hayes) and no member abstaining.



ANNEXATION PLAN AREA 3a–July 2011

July 6, 2011

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

City Services Available and to be provided

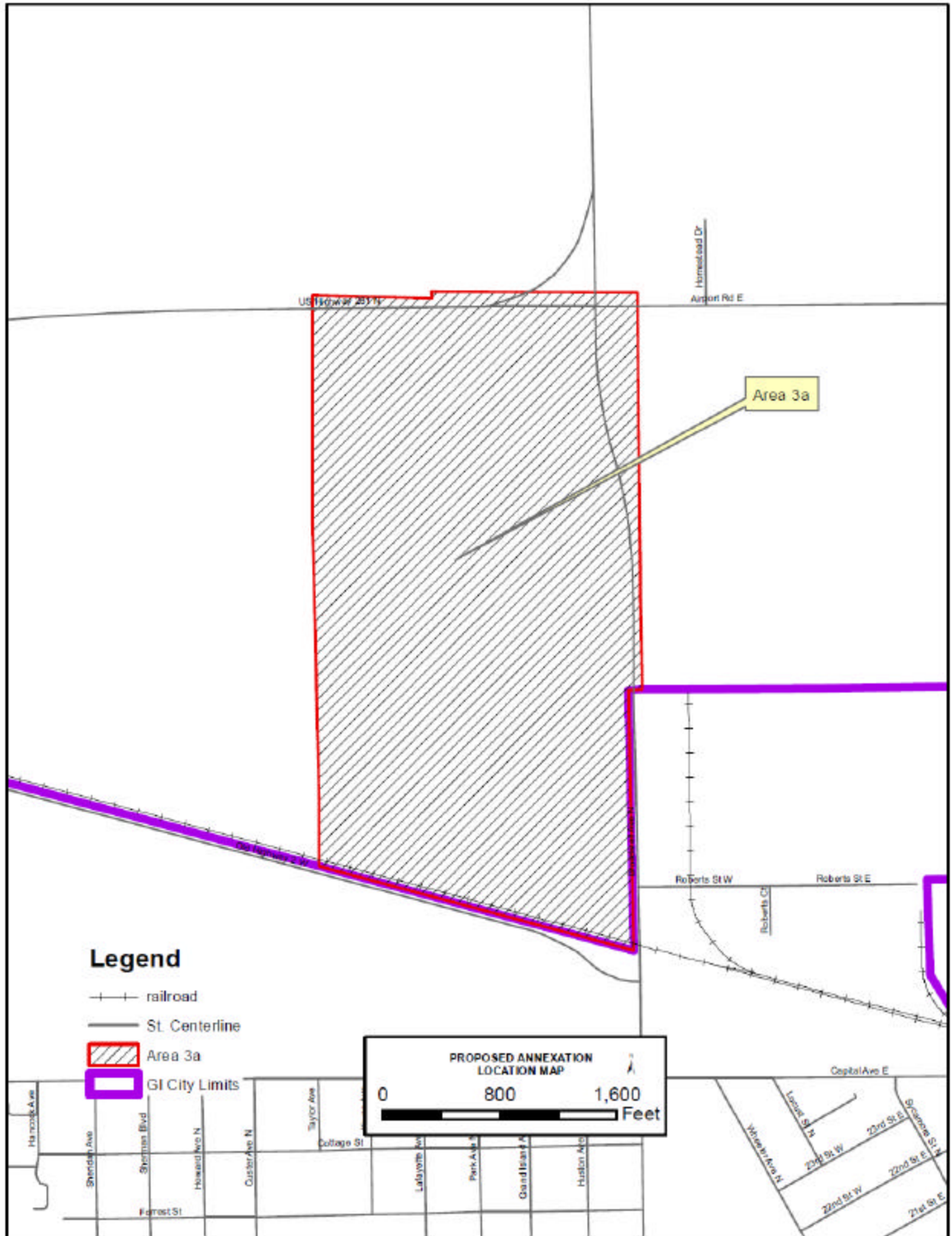
A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. *It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area if they are not already available. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.*

City Services not requiring extension of infrastructure would be available immediately upon annexation. Services requiring extension of infrastructure would be available upon installation of services to City of Grand Island standards and acceptance into the City systems. Extension may be contingent on the successful creation and continuation of an assessment district to raise the necessary funding for installation.



U.S. Highway 281 and Broadwell Ave

This property is located in the north central part of the community. It is south of Airport Road/U.S. Highway 281 the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 210 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area. Eagle Scout Park and the Veterans Field Complex are in this area and maintained by the City Parks Department.

INVENTORY OF SERVICES

1. **Police Protection.** The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:
 - Normal patrols and responses
 - Handling of complaints and incident reports
 - Investigation of crimes
 - Standard speed and traffic enforcement
 - Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis. The Police Department has an authorized police force of 77 officers. The Police Department is staffed at a rate of 1.58 officers per one thousand population persons. Immediate annexation of the area will not have any impact on police services. The area when fully developed will likely create the need for additional police staffing.

2. **Fire Protection.** The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:
 - Fire suppression and rescue
 - Hazardous materials incident response
 - Periodic inspections of commercial properties
 - Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #2 located on Broadwell south of State street about 1 mile from the proposed annexation area.

3. **Emergency Medical Services.** The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.
 - Emergency medical and ambulance services
 - Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 32 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island has sanitary sewer services in the area through existing sewer lines.

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

Broadwell Avenue is already maintained by the City at this location. U.S. Highway 281 is maintained by the State of Nebraska but the City does share in the maintenance cost.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area.

8. Maintenance of Parks, Playgrounds, and Swimming Pools No impact is anticipated as a result of annexation. Eagle Scout Park and the Veterans Field Complex are in this area and maintained by the City Parks Department.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. Code Compliance. The City of Grand Island's Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations
Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

11. Library Services. In 2010 the City of Grand Island began charging a non-resident fee to people living outside of the Grand Island City Limits for library services. Residents of this area will no longer be required to pay this fee to use the Grand Island library.

12. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available and can be extended
Roads and Streets	No Impact
Electric Service	Already in GI Service Area
Water Service	Available
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Already Subject to GI Regulations
Library	Would be available at no additional fee
Other	No Impact
School District	In Cedar Hollow/Northwest School District

Financial Impacts of the Airport Road and U.S. Hwy 281 Properties Annexation

Financial Impact	Before Annex	After Annex
2010 Property Valuation	\$0	\$0
City sales tax now applicable	No	Yes

Assume \$0 Value

2010 Tax Rates

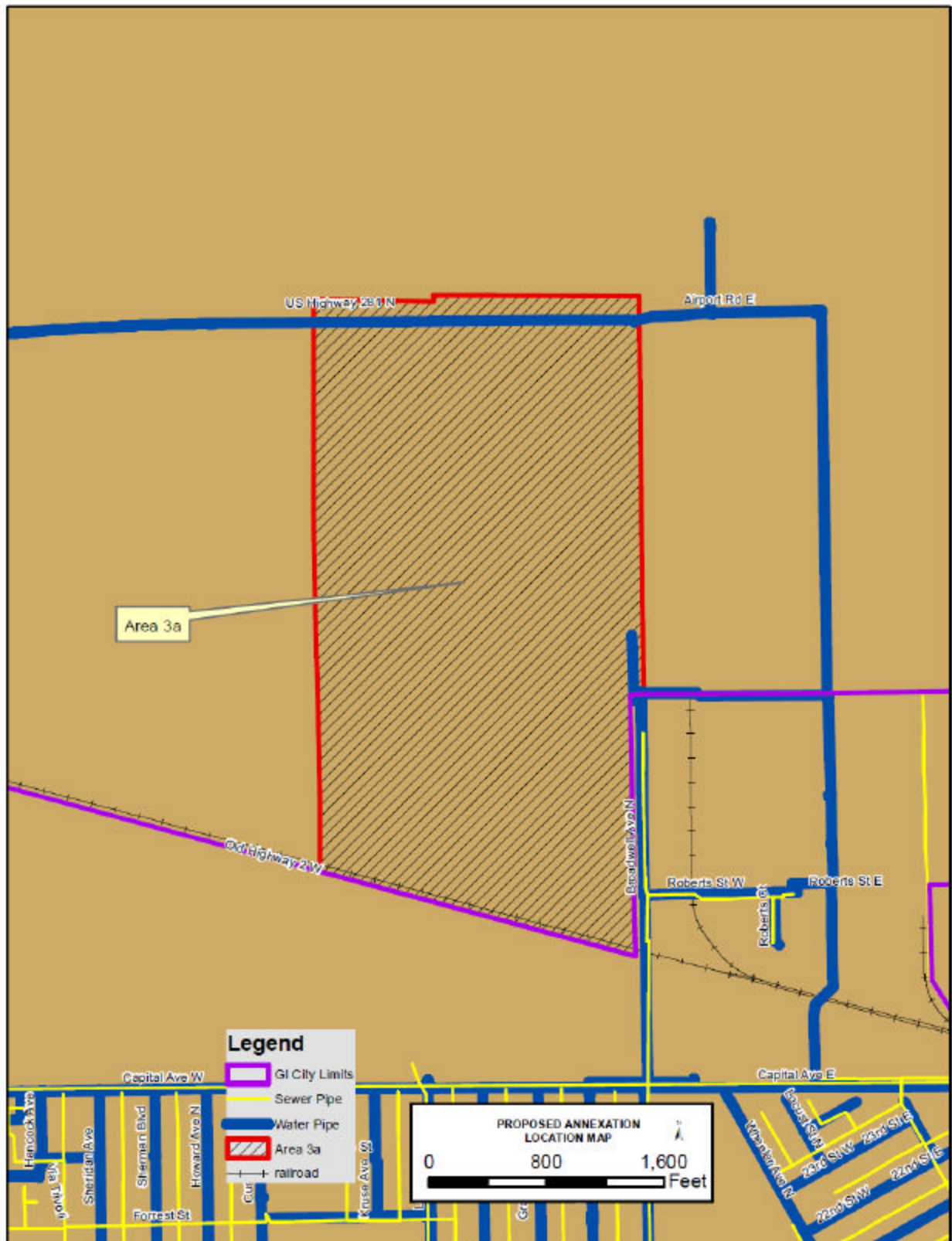
Tax Entity	Bond	2010 Levy	2010 Taxes	2010 Levy	2010 Taxes
City Levy	City Bond		\$0.00	0.204855	\$0.00
			\$0.00	0.067645	\$0.00
CRA			\$0.00	0.017742	\$0.00
Hall County		0.430957	\$0.00	0.430957	\$0.00
Rural Fire	Fire Bond*	0.049493	\$0.00	0.008064	\$0.00
		0.008064	\$0.00		\$0.00
GIPS School			\$0.00	1.073899	\$0.00
	2nd Bond		\$0.00	0.082245	\$0.00
	4th Bond		\$0.00	0.045144	\$0.00
NW School		1.012636	\$0.00	0.049034	\$0.00
	6th Bond	0.049034	\$0.00		\$0.00
ESU 10		0.015	\$0.00	0.015	\$0.00
CCC		0.112023	\$0.00	0.112023	\$0.00
CPNRD		0.04733	\$0.00	0.04733	\$0.00
Ag Society		0.004168	\$0.00	0.004168	\$0.00
Airport		0.011825	\$0.00	0.011825	\$0.00
	Airport Bond	0.010493	\$0.00	0.010493	\$0.00
Total Combined		1.751023	\$0.00	2.180424	\$0.00

Hall County, ESU, Community College, NRD and other levies will not change.

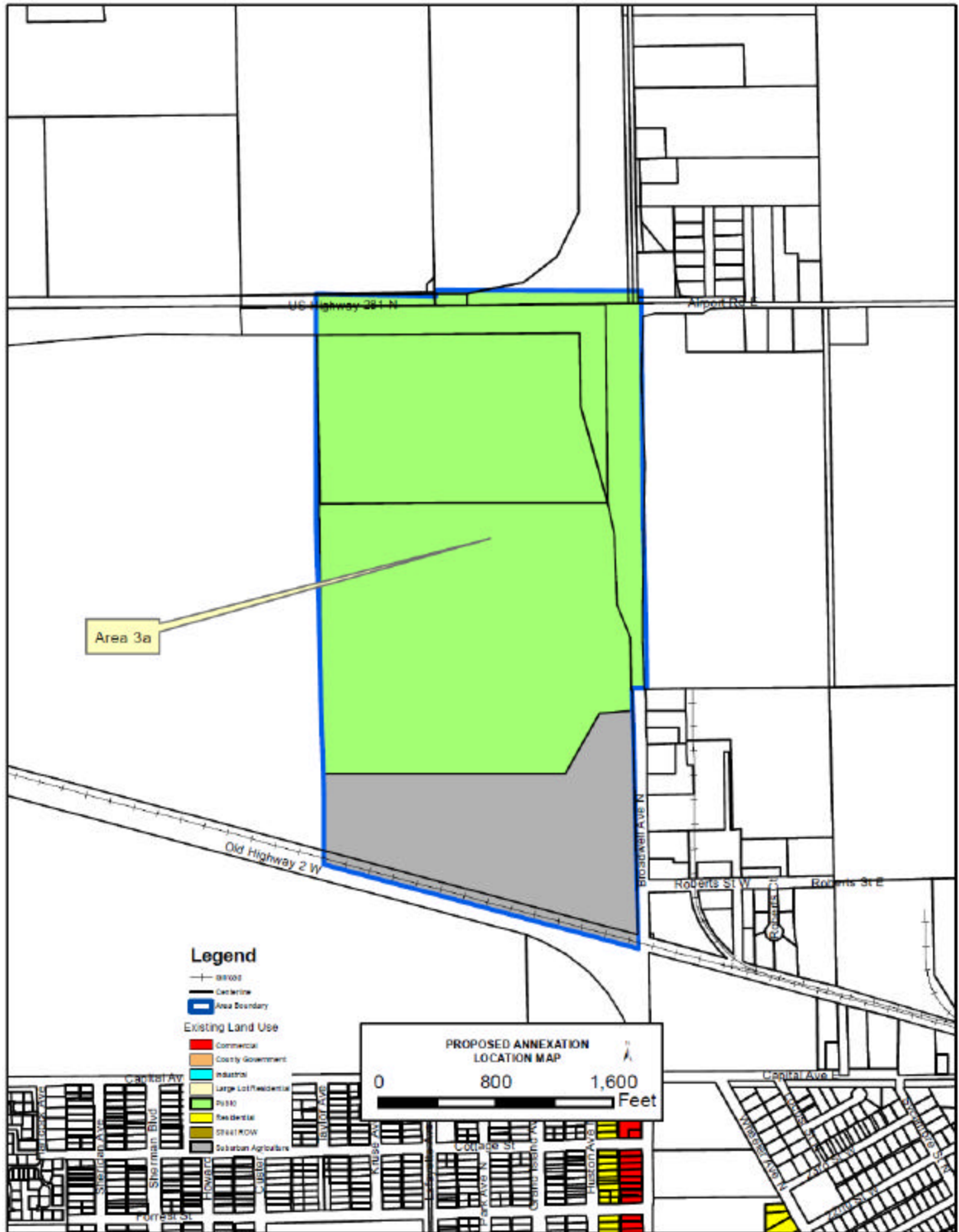
Total property tax levy 1.751023/\$0 2.180424/\$0

Depending on development these properties will connect to city water and sewer services and generate revenue for those enterprise funds based on the rate structure and usage.

*previously approved bonds will remain with property until paid off



Location of Sewer and Water Lines near area 3a



Generalized Existing Land Use June 2011

ANNEXATION PLAN AREA 6–July 2011

July 6, 2011

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

City Services Available and to be provided

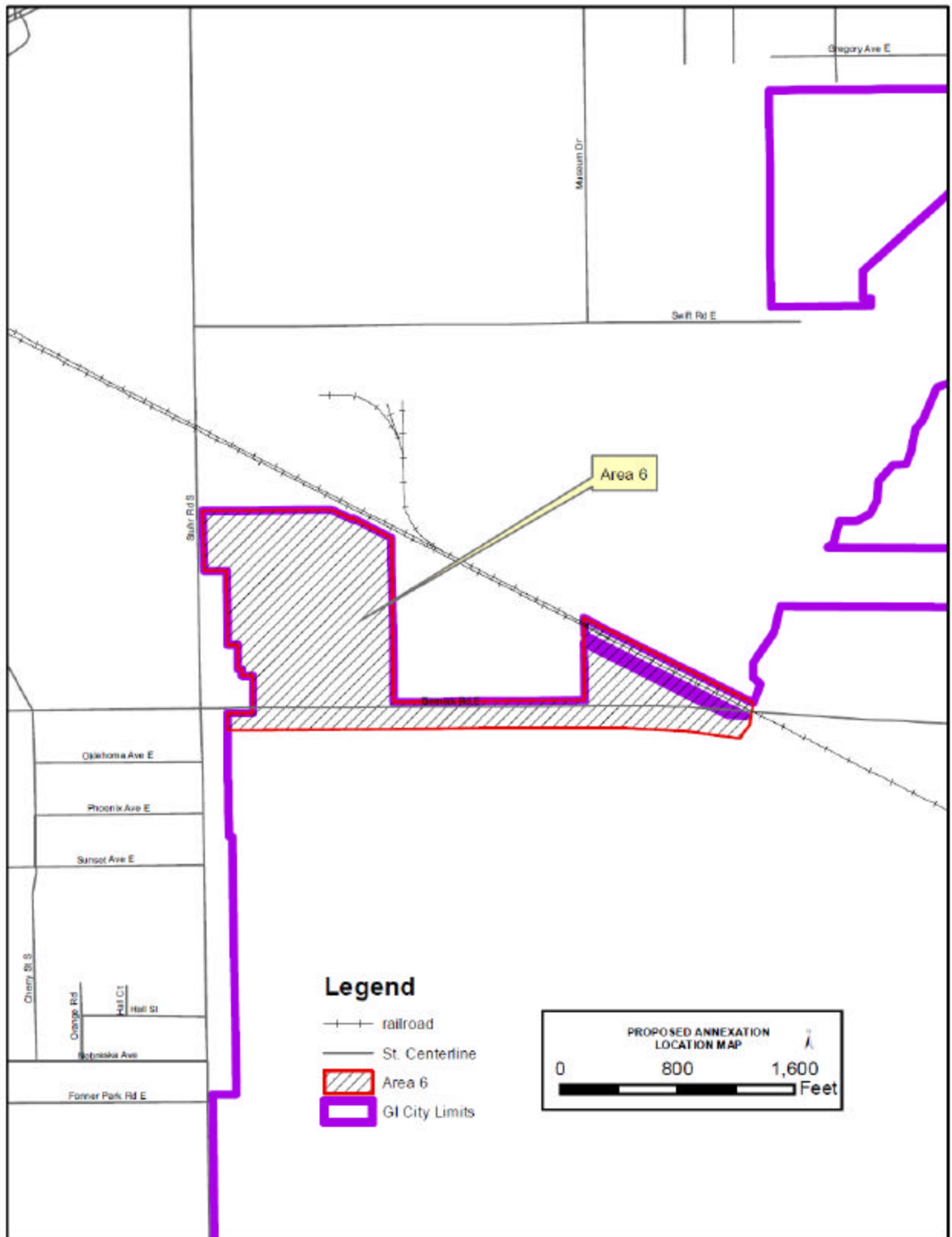
A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. *It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area if they are not already available. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.*

City Services not requiring extension of infrastructure would be available immediately upon annexation. Services requiring extension of infrastructure would be available upon installation of services to City of Grand Island standards and acceptance into the City systems. Extension may be contingent on the successful creation and continuation of an assessment district to raise the necessary funding for installation.



Bismark Road and Stuhr Road

This property is located in the southeast part of the community. It is mostly north of Bismark Road the east side of Stuhr Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 50 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

INVENTORY OF SERVICES

1. Police Protection. The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols and responses
- Handling of complaints and incident reports
- Investigation of crimes
- Standard speed and traffic enforcement
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis. The Police Department has an authorized police force of 77 officers. The Police Department is staffed at a rate of 1.58 officers per one thousand population persons. Immediate annexation of the area will not have any impact on police services. The area when fully developed will likely create the need for additional police staffing.

2. Fire Protection. The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue
- Hazardous materials incident response
- Periodic inspections of commercial properties
- Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #1 located on Fonner Park Road about 1.5 miles from the proposed annexation area.

3. Emergency Medical Services. The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.

- Emergency medical and ambulance services
- Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 32 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island has sanitary sewer services in the area through existing sewer lines. All of the parcels have sanitary sewer available and a collection system could easily be extended throughout the property when development occurs. Collection systems within a development are typically done at the property owner's expense. The City can finance this development through the creation of an assessment district. The cost of the collection system is dependent on the nature, density and design of the development proposed on the site. Sewer is available along Bismark Road.

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

Bismark Road and Stuhr Road are already maintained by the City at this location.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area. No additional mains are necessary to serve this property. Additional extensions will be necessary to serve the property as it is developed. The cost of extending water throughout the property dependent on the nature, density and design of the development proposed on the site. The City can finance this development through the creation of an assessment district. Water is available along Stuhr Road. The water line along the north side of the property is cooling water and not considered potable.

8. Maintenance of Parks, Playgrounds, and Swimming Pools No impact is anticipated as a result of annexation. There are not recreational facilities located in this area.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. Code Compliance. The City of Grand Island's Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations
Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

11. Library Services. In 2010 the City of Grand Island began charging a non-resident fee to people living outside of the Grand Island City Limits for library services. Residents of this area will no longer be required to pay this fee to use the Grand Island library.

12. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available and can be extended
Roads and Streets	No Impact
Electric Service	Already in GI Service Area
Water Service	Available
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Already Subject to GI Regulations
Library	Would be available at no additional fee
Other	No Impact
School District	In Cedar Hollow/Northwest School District

Financial Impacts of the 13th and North Road Properties Annexation

Financial Impact	Before Annex	After Annex
2010 Property Valuation	\$100,053	\$100,053
City sales tax now applicable	No	Yes

Assume \$100,053 Value

2010 Tax Rates

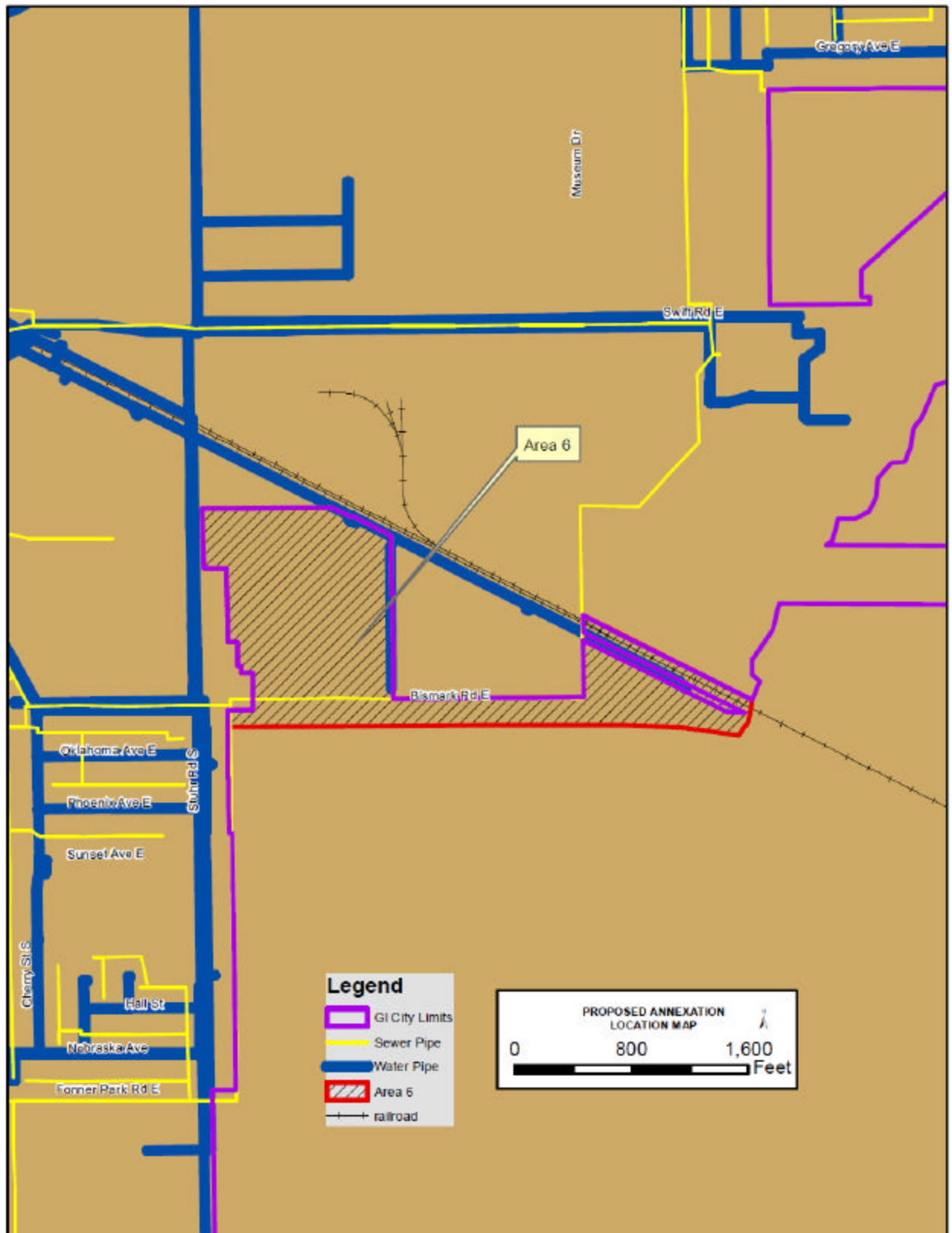
Tax Entity	Bond	2010 Levy	2010 Taxes	2010 Levy	2010 Taxes
City Levy	City Bond		\$0.00	0.204855	\$204.96
			\$0.00	0.067645	\$67.68
CRA			\$0.00	0.017742	\$17.75
Hall County		0.430957	\$431.19	0.430957	\$431.19
Rural Fire	Fire Bond*	0.049493	\$49.52	0.008064	\$0.00
		0.008064	\$8.07		\$8.07
GIPS School			\$0.00	1.073899	\$1,074.47
	2nd Bond		\$0.00	0.082245	\$82.29
	4th Bond		\$0.00	0.045144	\$45.17
NW School		1.012636	\$1,013.17	0.049034	\$0.00
	6th Bond	0.049034	\$49.06		\$49.06
ESU 10		0.015	\$15.01	0.015	\$15.01
CCC		0.112023	\$112.08	0.112023	\$112.08
CPNRD		0.04733	\$47.36	0.04733	\$47.36
Ag Society		0.004168	\$4.17	0.004168	\$4.17
Airport		0.011825	\$11.83	0.011825	\$11.83
	Airport Bond	0.010493	\$10.50	0.010493	\$10.50
Total Combined		1.751023	\$1,751.95	2.180424	\$2,181.58

Hall County, ESU, Community College, NRD and other levies will not change.

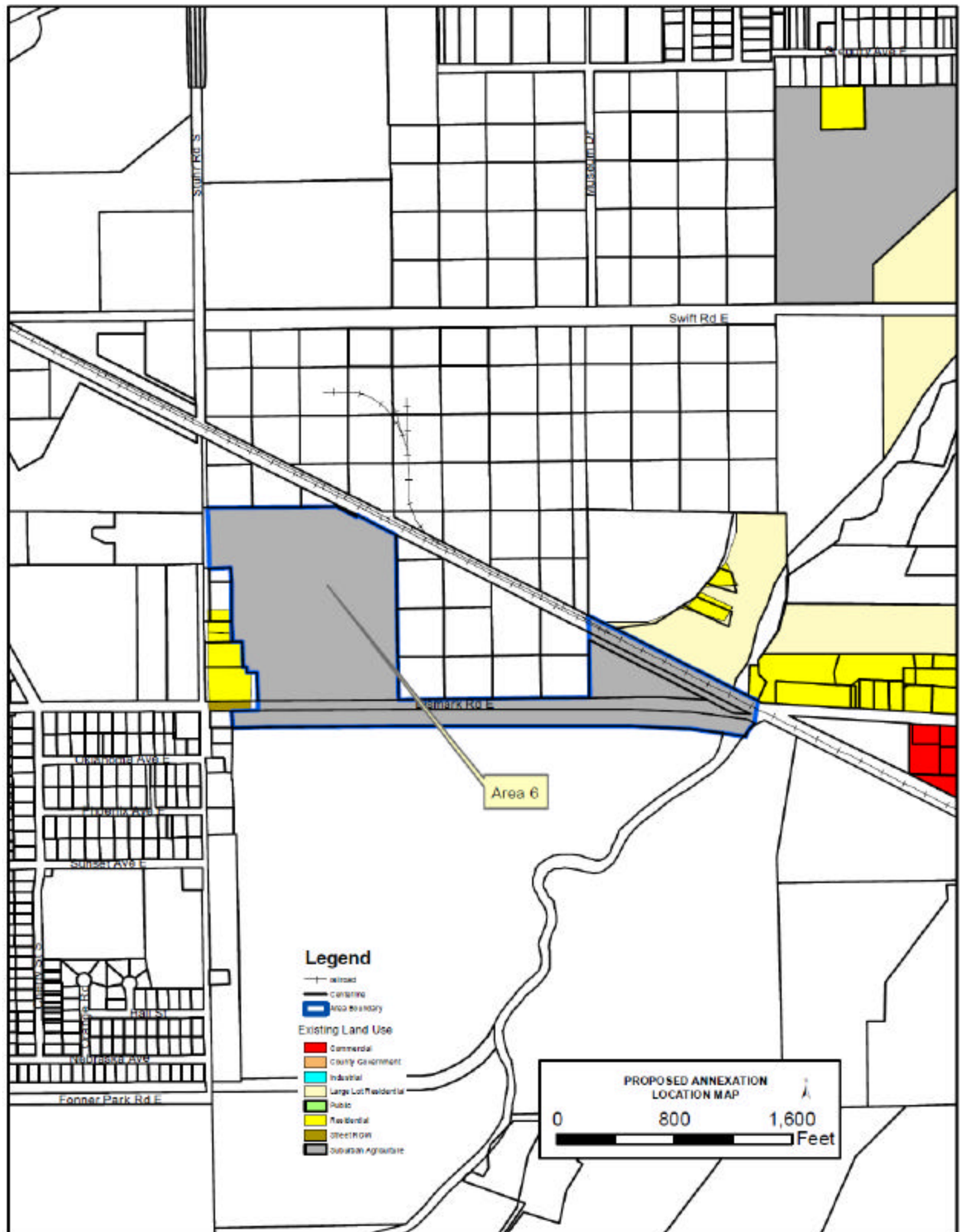
Total property tax levy 1.751023/\$1,751.95 2.180424/\$2,181.58

Depending on development these properties will connect to city water and sewer services and generate revenue for those enterprise funds based on the rate structure and usage.

*previously approved bonds will remain with property until paid off



Location of Sewer and Water Lines near area 6



Generalized Existing Land Use June 2011

ANNEXATION PLAN AREA 7–July 2011

July 6, 2011

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

City Services Available and to be provided

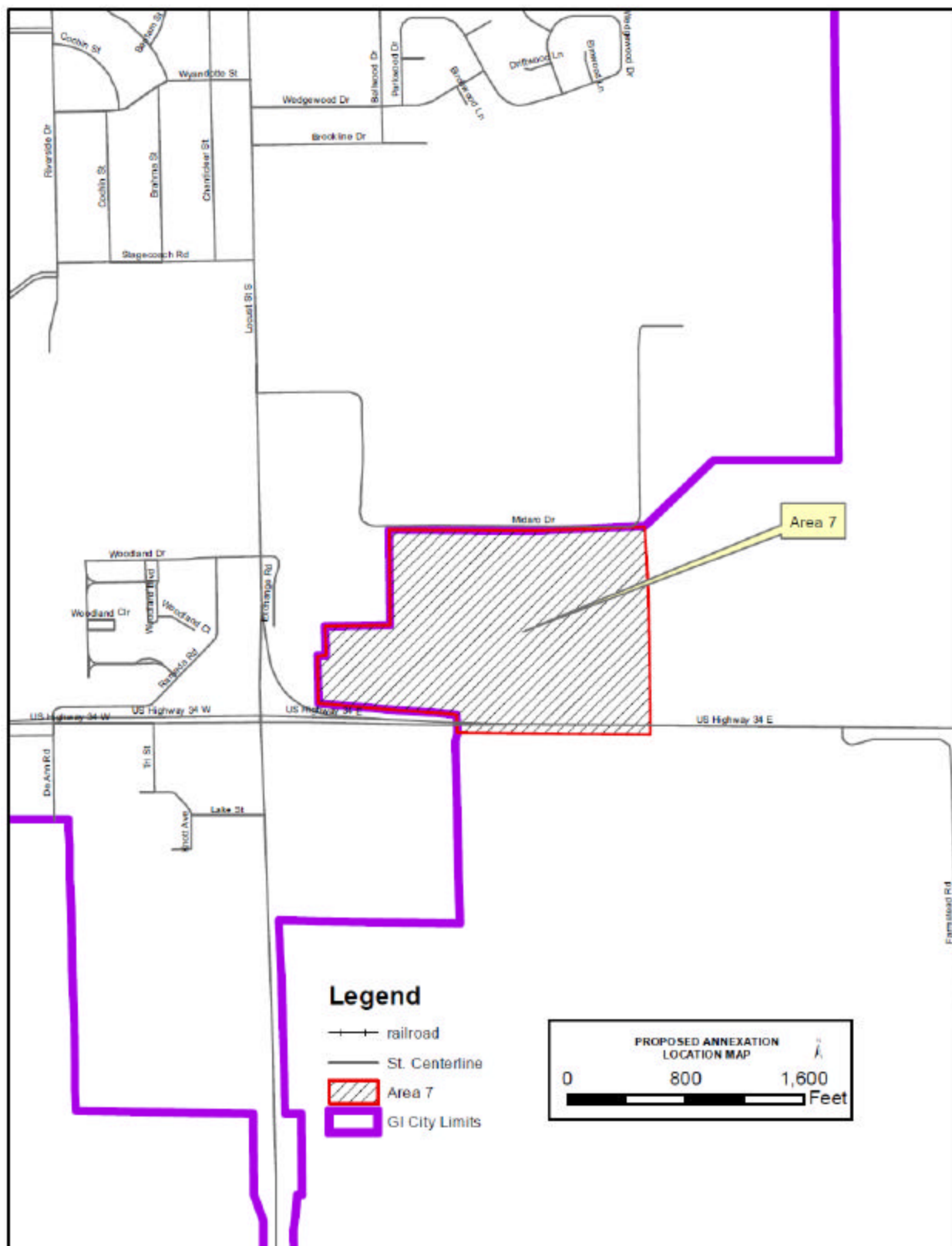
A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. *It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area if they are not already available. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.*

City Services not requiring extension of infrastructure would be available immediately upon annexation. Services requiring extension of infrastructure would be available upon installation of services to City of Grand Island standards and acceptance into the City systems. Extension may be contingent on the successful creation and continuation of an assessment district to raise the necessary funding for installation.



U.S. Highway 34 and South Locust Street (Vanosdal Fields)

This property is located in the southeast part of the community. It is north of U.S. Highway 34 the east side of Locust Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There are about 65 acres of property included in the area. The property is currently used for agricultural and residential purposes. There are 3 houses included in this area.

INVENTORY OF SERVICES

1. Police Protection. The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols and responses
- Handling of complaints and incident reports
- Investigation of crimes
- Standard speed and traffic enforcement
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis. The Police Department has an authorized police force of 77 officers. The Police Department is staffed at a rate of 1.58 officers per one thousand population persons. Immediate annexation of the area will not have any impact on police services. The area when fully developed will likely create the need for additional police staffing.

2. Fire Protection. The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue
- Hazardous materials incident response
- Periodic inspections of commercial properties
- Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #1 located on Fonner Park Road about 2 miles from the proposed annexation area.

3. Emergency Medical Services. The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.

- Emergency medical and ambulance services
- Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 32 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island has sanitary sewer services in the area through existing sewer lines. A collection system could be extended throughout the property when development occurs. Collection systems within a development are typically done at the property owner's expense. The City can finance this development through the creation of an assessment district. The cost of the collection system is dependent on the nature, density and design of the development proposed on the site. Sewer is available along Midaro Drive.

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

U.S. Highway 34 is maintained by the State of Nebraska and Midaro Drive is already maintained by the City at this location.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area. No additional mains are necessary to serve this property. Additional extensions will be necessary to serve the property as it is developed. The cost of extending water throughout the property dependent on the nature, density and design of the development proposed on the site. The City can finance this development through the creation of an assessment district. Water is available along U.S Highway 34. Extending this line to the north side of U.S. Highway 34 will require boring under the highway. The cost of that will depend on whether the extension is a service line or water main.

8. Maintenance of Parks, Playgrounds, and Swimming Pools No impact is anticipated as a result of annexation. There are not recreational facilities located in this area.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. Code Compliance. The City of Grand Island's Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations
Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

11. Library Services. In 2010 the City of Grand Island began charging a non-resident fee to people living outside of the Grand Island City Limits for library services. Residents of this area will no longer be required to pay this fee to use the Grand Island library.

12. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available and can be extended
Roads and Streets	No Impact
Electric Service	Already in GI Service Area
Water Service	Available
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Already Subject to GI Regulations
Library	Would be available at no additional fee
Other	No Impact
School District	In Cedar Hollow/Northwest School District

Financial Impacts of the South Locust and U.S Hwy 34 Properties Annexation

Financial Impact	Before Annex	After Annex
2010 Property Valuation	\$426,468	\$426,468
City sales tax now applicable	No	Yes

Assume \$426,468 Value

2010 Tax Rates

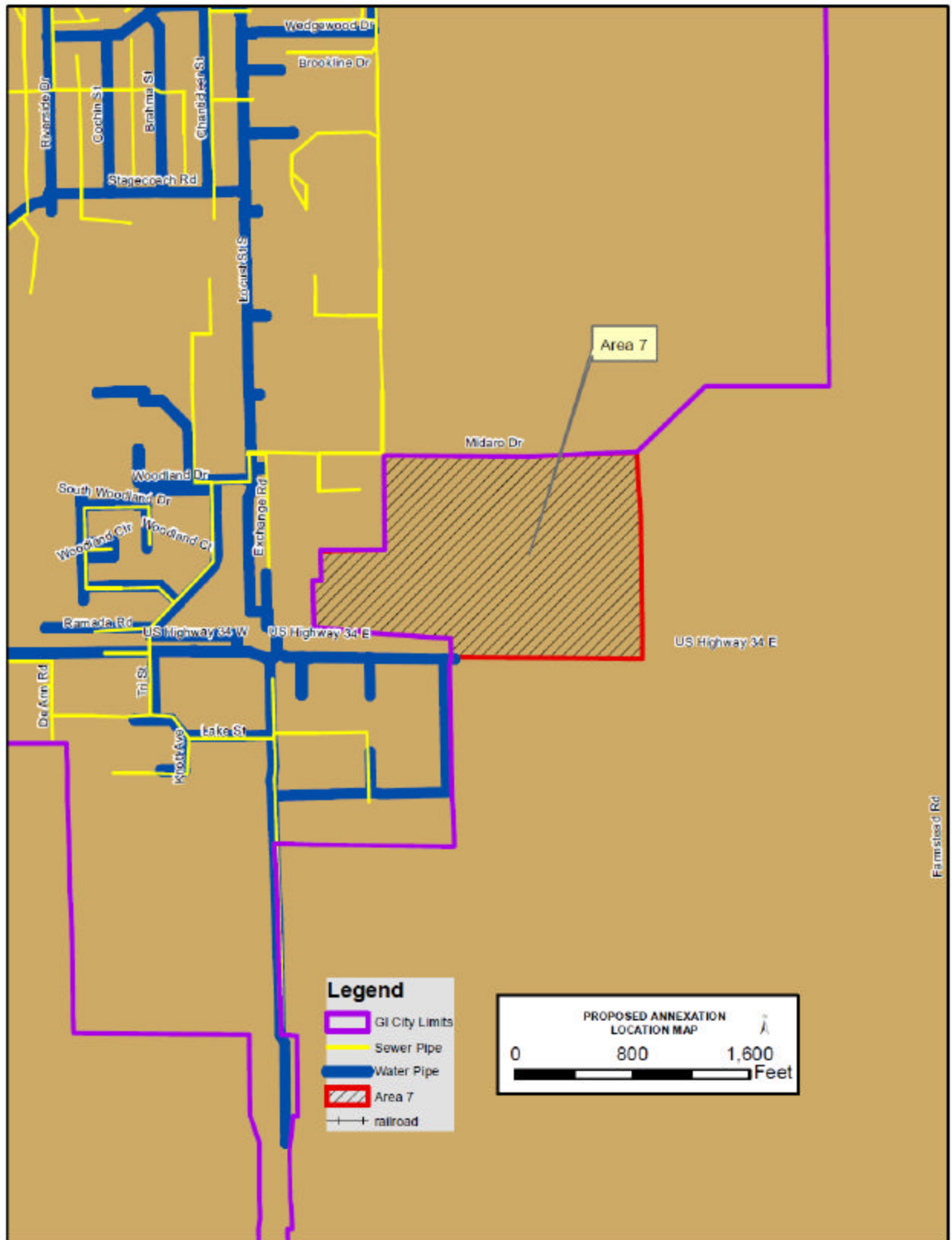
Tax Entity	Bond	2010 Levy	2010 Taxes	2010 Levy	2010 Taxes
City Levy	City Bond		\$0.00	0.204855	\$873.64
			\$0.00	0.067645	\$288.48
CRA			\$0.00	0.017742	\$75.66
Hall County		0.430957	\$1,837.89	0.430957	\$1,837.89
Rural Fire	Fire Bond*	0.049493	\$211.07	0.008064	\$0.00
		0.008064	\$34.39		\$34.39
GIPS School			\$0.00	1.073899	\$4,579.84
	2nd Bond		\$0.00	0.082245	\$350.75
	4th Bond		\$0.00	0.045144	\$192.52
NW School		1.012636	\$4,318.57	0.049034	\$0.00
	6th Bond	0.049034	\$209.11		\$209.11
ESU 10		0.015	\$63.97	0.015	\$63.97
CCC		0.112023	\$477.74	0.112023	\$477.74
CPNRD		0.04733	\$201.85	0.04733	\$201.85
Ag Society		0.004168	\$17.78	0.004168	\$17.78
Airport		0.011825	\$50.43	0.011825	\$50.43
	Airport Bond	0.010493	\$44.75	0.010493	\$44.75
Total Combined		1.751023	\$7,467.55	2.180424	\$9,298.81

Hall County, ESU, Community College, NRD and other levies will not change.

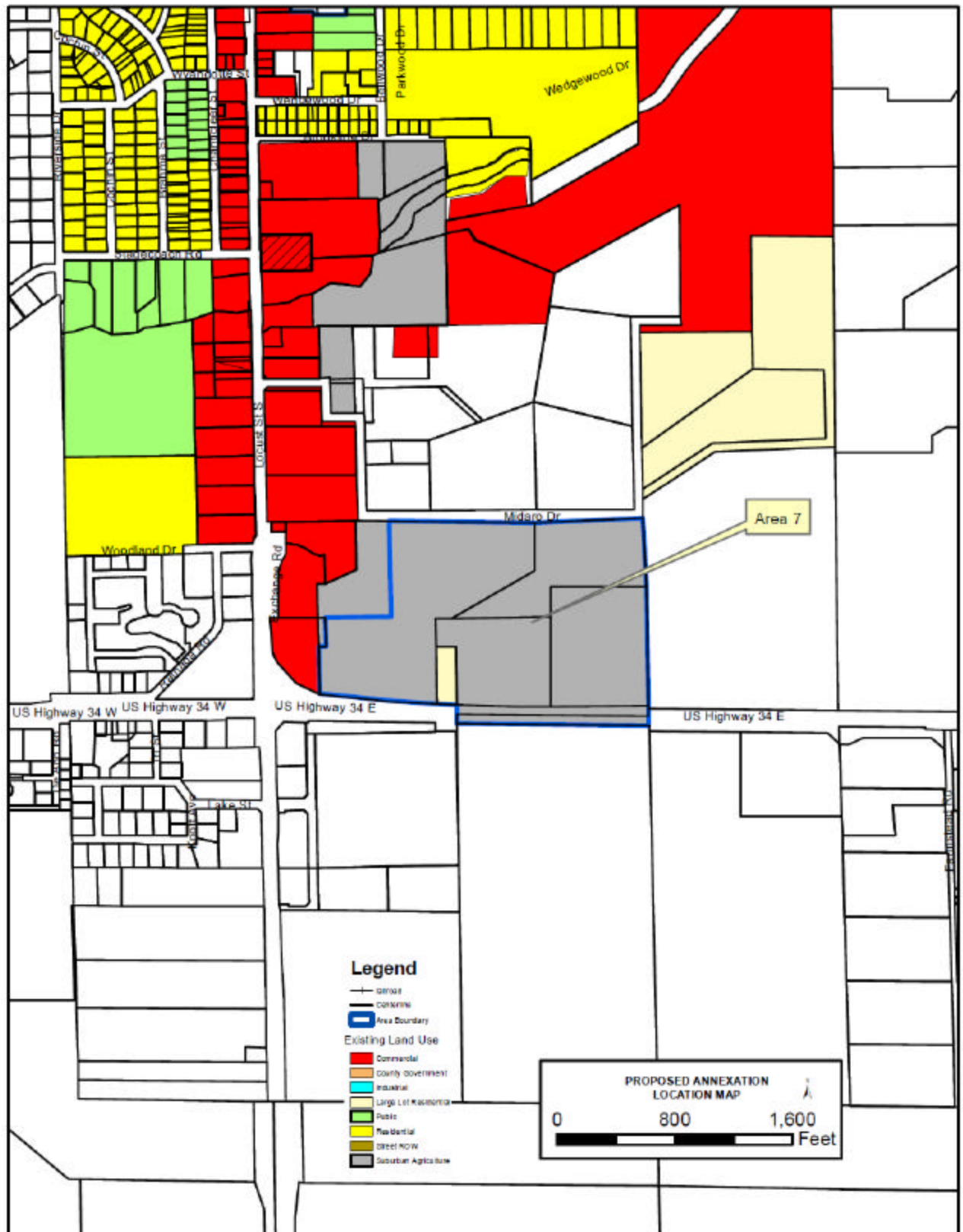
Total property tax levy 1.751023/\$7,467.55 2.180424/\$9,298.81

Depending on development these properties will connect to city water and sewer services and generate revenue for those enterprise funds based on the rate structure and usage.

*previously approved bonds will remain with property until paid off



Location of Sewer and Water Lines near area 7



Generalized Existing Land Use June 2011

ANNEXATION PLAN AREA 12–July 2011

July 6, 2011

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

City Services Available and to be provided

A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. *It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area if they are not already available. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.*

City Services not requiring extension of infrastructure would be available immediately upon annexation. Services requiring extension of infrastructure would be available upon installation of services to City of Grand Island standards and acceptance into the City systems. Extension may be contingent on the successful creation and continuation of an assessment district to raise the necessary funding for installation.

U.S. Highway 281 and Husker Highway

This property is located in the southwest part of the community. It is north of Husker Highway the west side of U.S. Highway 281 and Prairieview Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 200 acres of property included in the area that is currently used for agricultural purposes. There is one house and no businesses included in this area.

INVENTORY OF SERVICES

1. **Police Protection.** The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols and responses
- Handling of complaints and incident reports
- Investigation of crimes
- Standard speed and traffic enforcement
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis. The Police Department has an authorized police force of 77 officers. The Police Department is staffed at a rate of 1.58 officers per one thousand population persons. Immediate annexation of the area will not have any impact on police services. The area when fully developed will likely create the need for additional police staffing.

2. **Fire Protection.** The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue
- Hazardous materials incident response
- Periodic inspections of commercial properties
- Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #3 located on U.S. Highway 281 south of Stolley Park Road about 1 mile from the proposed annexation area.

3. **Emergency Medical Services.** The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.

- Emergency medical and ambulance services
- Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 32 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island has sanitary sewer services in the area through existing sewer lines. All of the parcels have sanitary sewer available and a collection system could easily be extended throughout the property when development occurs. Collection systems within a development are typically done at the property owner's expense. The City can finance this development through the creation of an assessment district. The cost of the collection system is dependent on the nature, density and design of the development proposed on the site. Sewer is available along Husker Highway to the south, Prairieview Street to the east, and in the Marylane and Kentish Hills Subdivisions to the west.

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

Husker Highway is already maintained by the City at this location.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area. No additional mains are necessary to serve this property. Additional extensions will be necessary to serve the property as it is developed. The cost of extending water throughout the property dependent on the nature, density and design of the development proposed on the site. The City can finance this development through the creation of an assessment district. City Water is available in Husker Highway to the south, Prairieview Street to the east and the Marylane and Kentish Hills Subdivisions to the west.

8. Maintenance of Parks, Playgrounds, and Swimming Pools No impact is anticipated as a result of annexation. Eagle Scout Park and the Veterans Field Complex are in this area and maintained by the City Parks Department.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. Code Compliance. The City of Grand Island's Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations
Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

11. Library Services. In 2010 the City of Grand Island began charging a non-resident fee to people living outside of the Grand Island City Limits for library services. Residents of this area will no longer be required to pay this fee to use the Grand Island library.

12. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available
Roads and Streets	No Impact
Electric Service	Already in GI Service Area
Water Service	Available
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Already Subject to GI Regulations
Library	Would be available at no additional fee
Other	No Impact
School District	In Cedar Hollow/Northwest School District

Financial Impacts of the Husker Hwy and U.S. Hwy 281 Properties Annexation

Financial Impact	Before Annex	After Annex
2010 Property Valuation	\$481,334	\$481,334
City sales tax now applicable	No	Yes

Assume \$481,334 Value

2010 Tax Rates

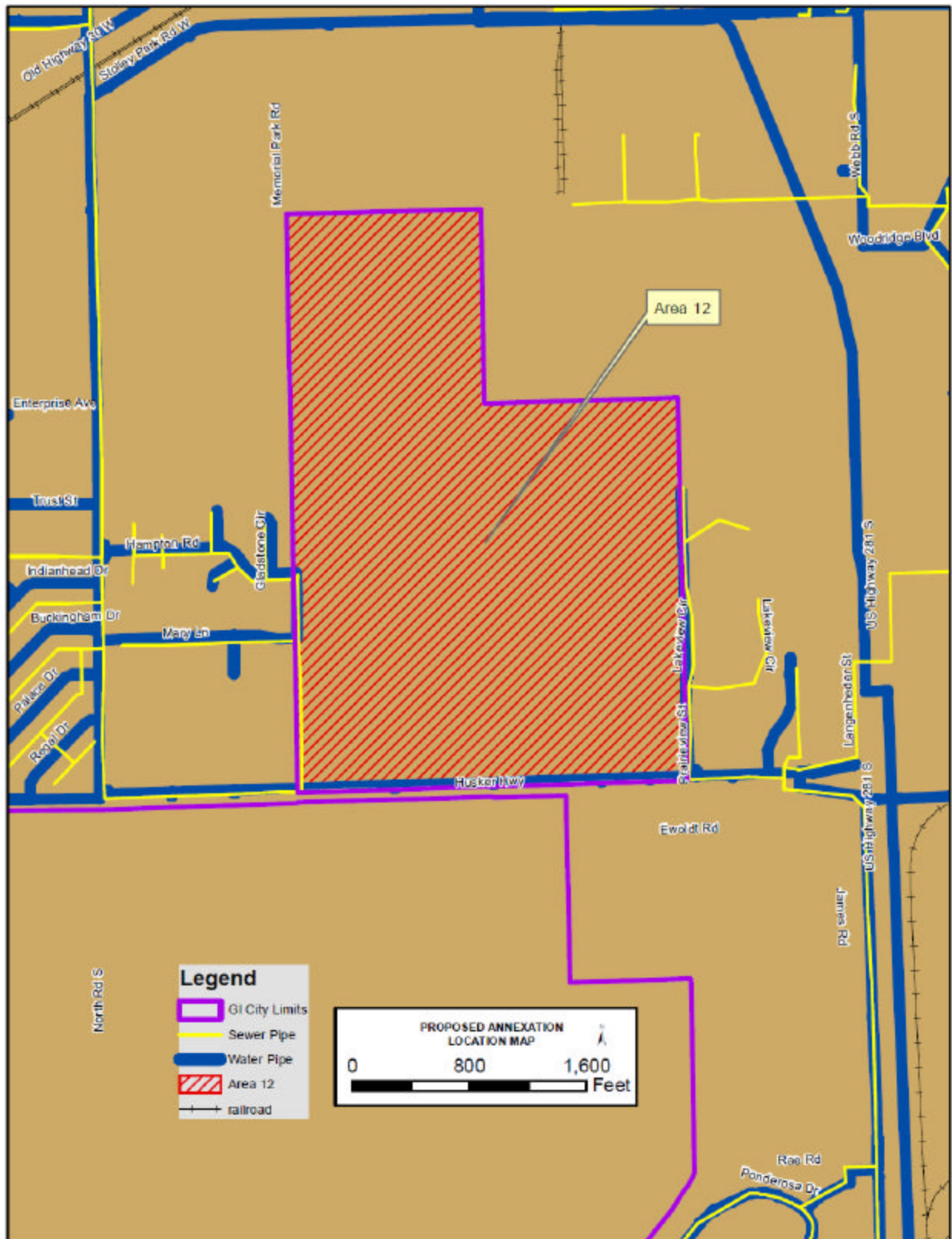
Tax Entity	Bond	2010 Levy	2010 Taxes	2010 Levy	2010 Taxes
City Levy	City Bond		\$0.00	0.204855	\$986.04
			\$0.00	0.067645	\$325.60
CRA			\$0.00	0.017742	\$85.40
Hall County		0.430957	\$2,074.34	0.430957	\$2,074.34
Rural Fire	Fire Bond*	0.049493	\$238.23	0.008064	\$0.00
		0.008064	\$38.81		\$38.81
GIPS School	2nd Bond 4th Bond		\$0.00	1.073899	\$5,169.04
			\$0.00	0.082245	\$395.87
			\$0.00	0.045144	\$217.29
NW School		1.012636	\$4,874.16	0.049034	\$0.00
	6th Bond	0.049034	\$236.02		\$236.02
ESU 10		0.015	\$72.20	0.015	\$72.20
CCC		0.112023	\$539.20	0.112023	\$539.20
CPNRD		0.04733	\$227.82	0.04733	\$227.82
Ag Society		0.004168	\$20.06	0.004168	\$20.06
Airport		0.011825	\$56.92	0.011825	\$56.92
	Airport Bond	0.010493	\$50.51	0.010493	\$50.51
Total Combined		1.751023	\$8,428.27	2.180424	\$10,495.12

Hall County, ESU, Community College, NRD and other levies will not change.

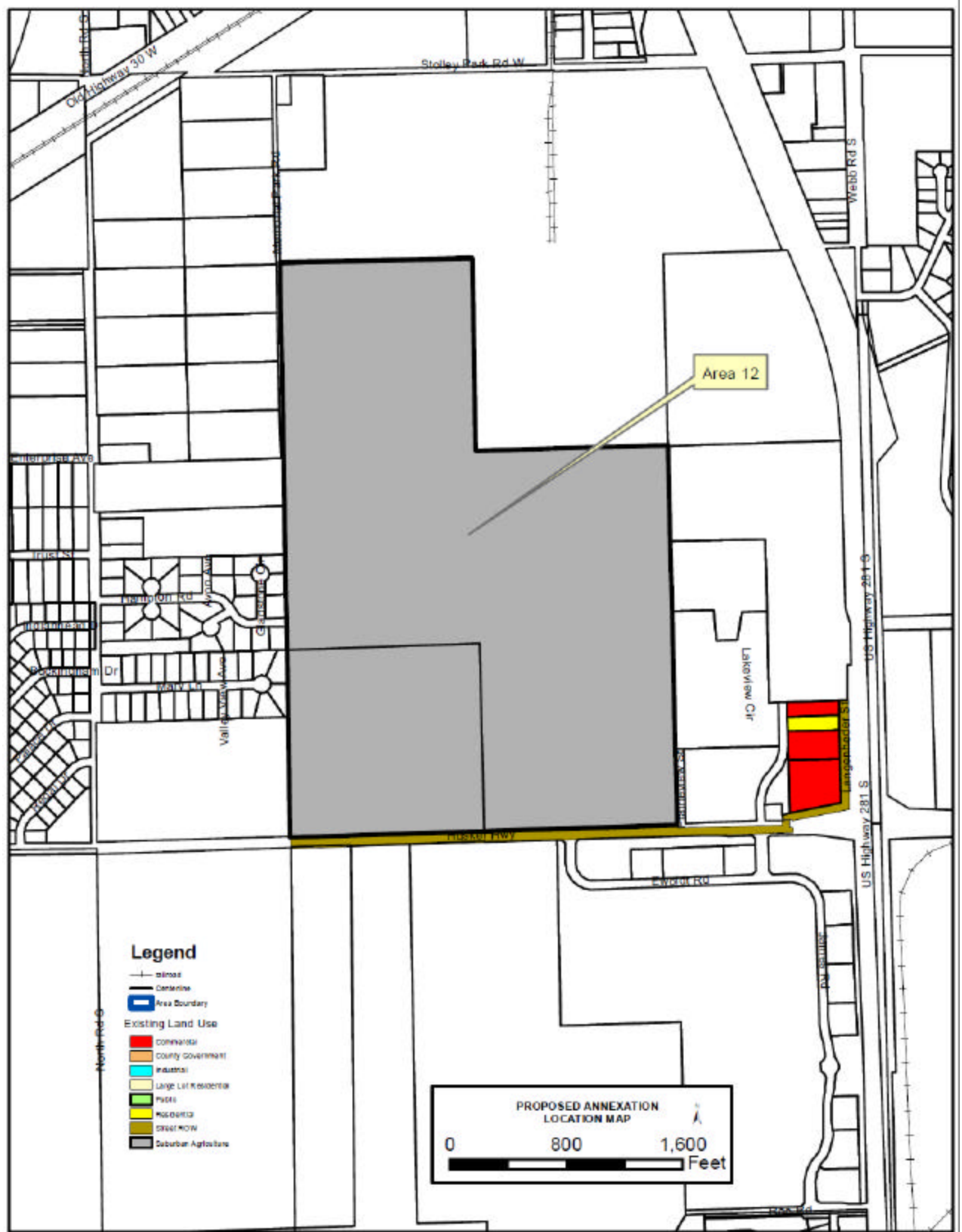
Total property tax levy 1.751023/\$8,428.27 2.180424/\$10,495.12

Depending on development these properties will connect to city water and sewer services and generate revenue for those enterprise funds based on the rate structure and usage.

*previously approved bonds will remain with property until paid off



Sewer and Water Lines near area 12



Generalized Land Use June 2011

ANNEXATION PLAN AREA 13–July 2011

July 6, 2011

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

City Services Available and to be provided

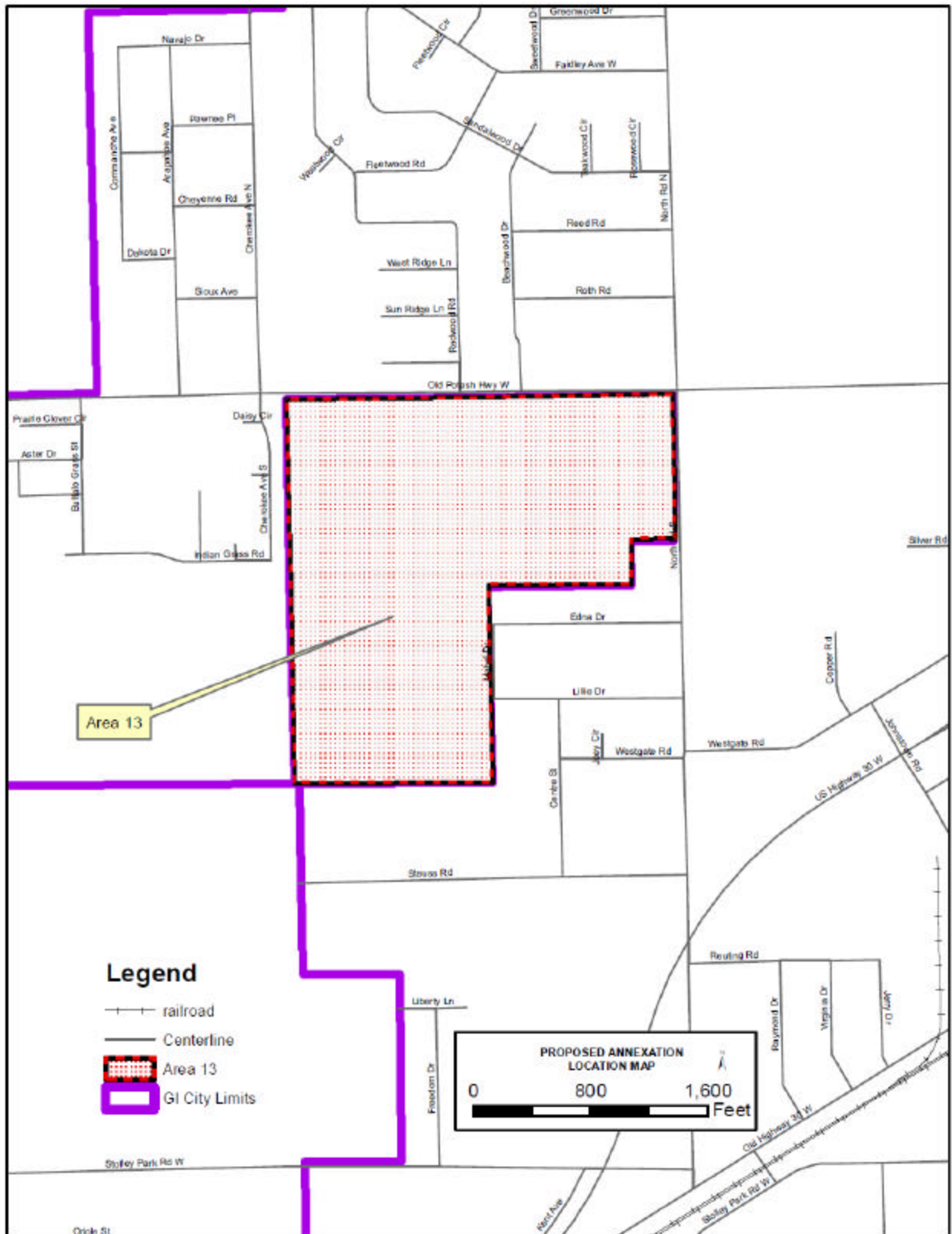
A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. *It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area if they are not already available. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.*

City Services not requiring extension of infrastructure would be available immediately upon annexation. Services requiring extension of infrastructure would be available upon installation of services to City of Grand Island standards and acceptance into the City systems. Extension may be contingent on the successful creation and continuation of an assessment district to raise the necessary funding for installation.



Old Potash Highway and North Road

This property is located in the northwest part of the community. It is south of Old Potash Highway on the west side of North Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 120 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

INVENTORY OF SERVICES

1. Police Protection. The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols and responses
- Handling of complaints and incident reports
- Investigation of crimes
- Standard speed and traffic enforcement
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis. The Police Department has an authorized police force of 77 officers. The Police Department is staffed at a rate of 1.58 officers per one thousand population persons. Immediate annexation of the area will not have any impact on police services. The area when fully developed will likely create the need for additional police staffing.

2. Fire Protection. The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue
- Hazardous materials incident response
- Periodic inspections of commercial properties
- Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #4 located on State Street about 2.25 miles from the proposed annexation area.

3. Emergency Medical Services. The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.

- Emergency medical and ambulance services
- Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 32 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island has sanitary sewer services in the area through existing sewer lines. All of the parcels have sanitary sewer available and a collection system could easily be extended throughout the property when development occurs. Collection systems within a development are typically done at the property owner's expense. The City can finance this development through the creation of an assessment district. The cost of the collection system is dependent on the nature, density and design of the development proposed on the site. Sewer is available along Old Potash Highway

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

Old Potash Highway and North Road are already maintained by the City at this location.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area. No additional mains are necessary to serve this property. Additional extensions will be necessary to serve the property as it is developed. The cost of extending water throughout the property dependent on the nature, density and design of the development proposed on the site. The City can finance this development through the creation of an assessment district.

8. Maintenance of Parks, Playgrounds, and Swimming Pools No impact is anticipated as a result of annexation. There are not recreational facilities located in this area.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. Code Compliance. The City of Grand Island's Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations
Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

11. Library Services. In 2010 the City of Grand Island began charging a non-resident fee to people living outside of the Grand Island City Limits for library services. Residents of this area will no longer be required to pay this fee to use the Grand Island library.

12. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available
Roads and Streets	No Impact
Electric Service	Already in GI Service Area
Water Service	Available
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Already Subject to GI Regulations
Library	Would be available at no additional fee
Other	No Impact
School District	In Cedar Hollow/Northwest School District

Financial Impacts of the 13th and North Road Properties Annexation

Financial Impact	Before Annex	After Annex
2010 Property Valuation	\$250,871	\$250,871
City sales tax now applicable	No	Yes

Assume \$250,871 Value

2010 Tax Rates

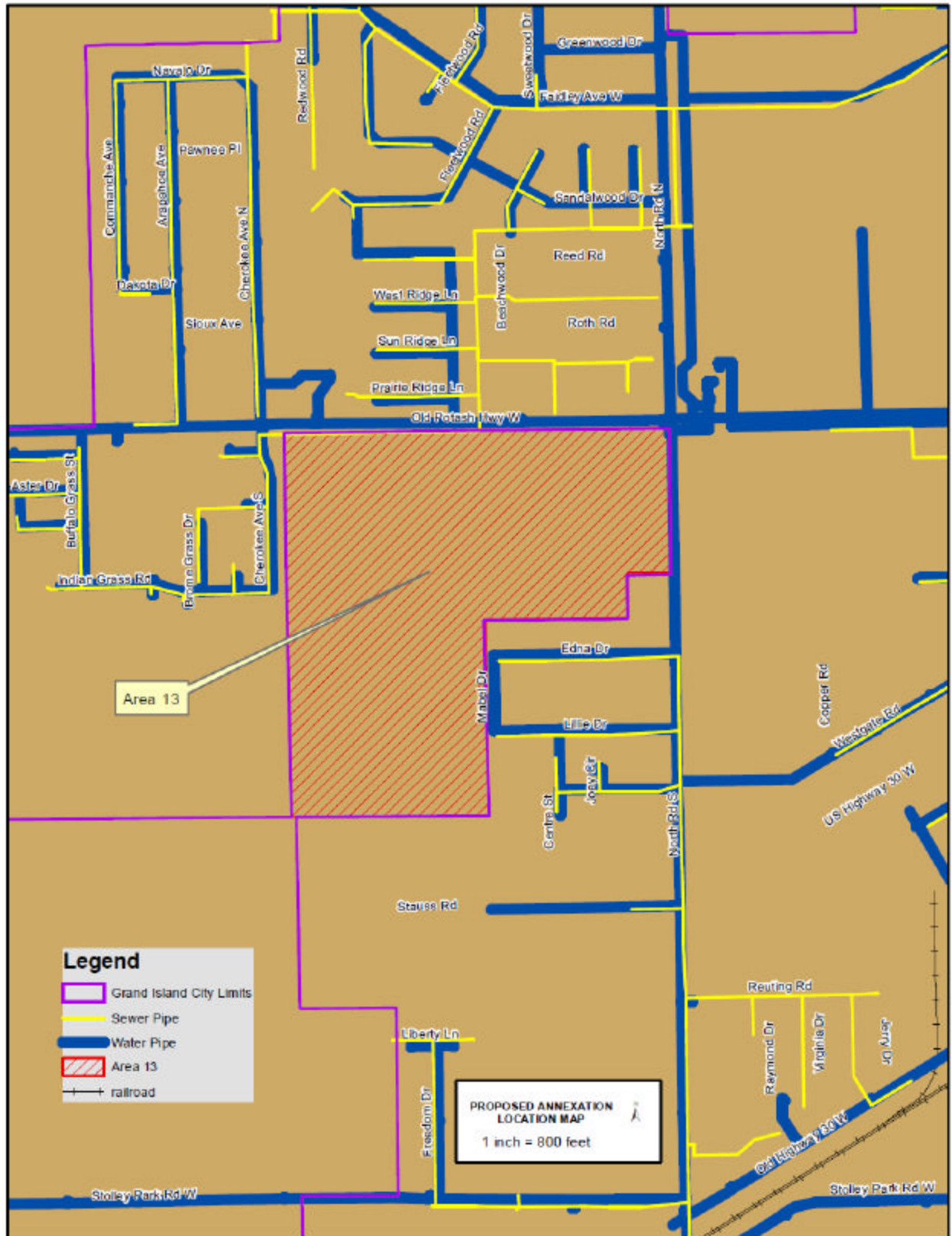
Tax Entity	Bond	2010 Levy	2010 Taxes	2010 Levy	2010 Taxes
City Levy	City Bond		\$0.00	0.204855	\$513.92
			\$0.00	0.067645	\$169.70
CRA			\$0.00	0.017742	\$44.51
Hall County		0.430957	\$1,081.15	0.430957	\$1,081.15
Rural Fire	Fire Bond*	0.049493	\$124.16	0.008064	\$0.00
		0.008064	\$20.23		\$20.23
GIPS School	2nd Bond 4th Bond		\$0.00	1.073899	\$2,694.10
			\$0.00	0.082245	\$206.33
			\$0.00	0.045144	\$113.25
NW School		1.012636	\$2,540.41	0.049034	\$0.00
	6th Bond	0.049034	\$123.01		\$123.01
ESU 10		0.015	\$37.63	0.015	\$37.63
CCC		0.112023	\$281.03	0.112023	\$281.03
CPNRD		0.04733	\$118.74	0.04733	\$118.74
Ag Society		0.004168	\$10.46	0.004168	\$10.46
Airport		0.011825	\$29.67	0.011825	\$29.67
	Airport Bond	0.010493	\$26.32	0.010493	\$26.32
Total Combined		1.751023	\$4,392.81	2.180424	\$5,470.05

Hall County, ESU, Community College, NRD and other levies will not change.

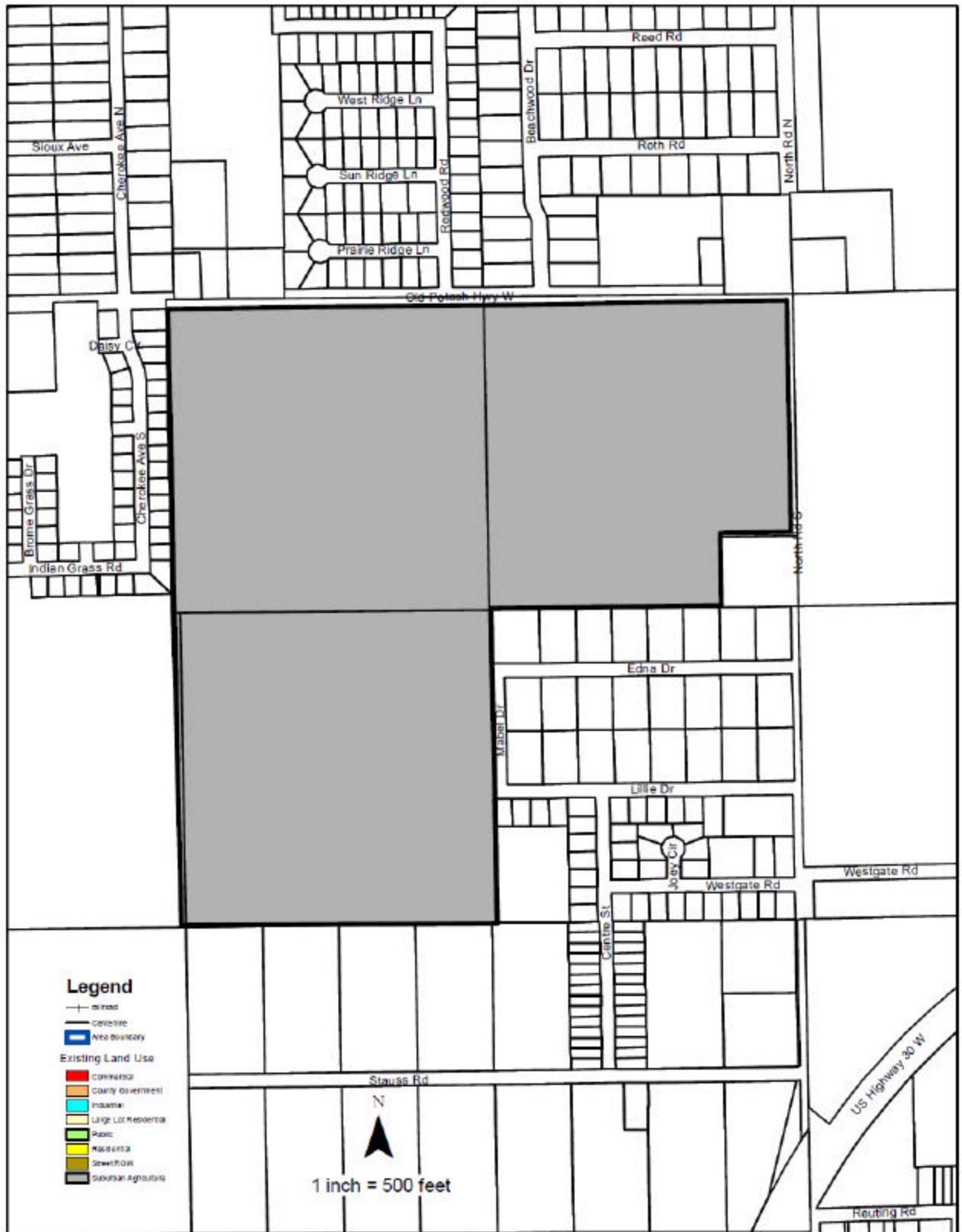
Total property tax levy 1.751023/\$4,395.07 2.180424/\$5,472.86

Depending on development these properties will connect to city water and sewer services and generate revenue for those enterprise funds based on the rate structure and usage.

*previously approved bonds will remain with property until paid off



Sewer and Water Lines near area 13



Generalized Land Use June 2011

ANNEXATION PLAN AREA 14–July 2011

July 6, 2011

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

City Services Available and to be provided

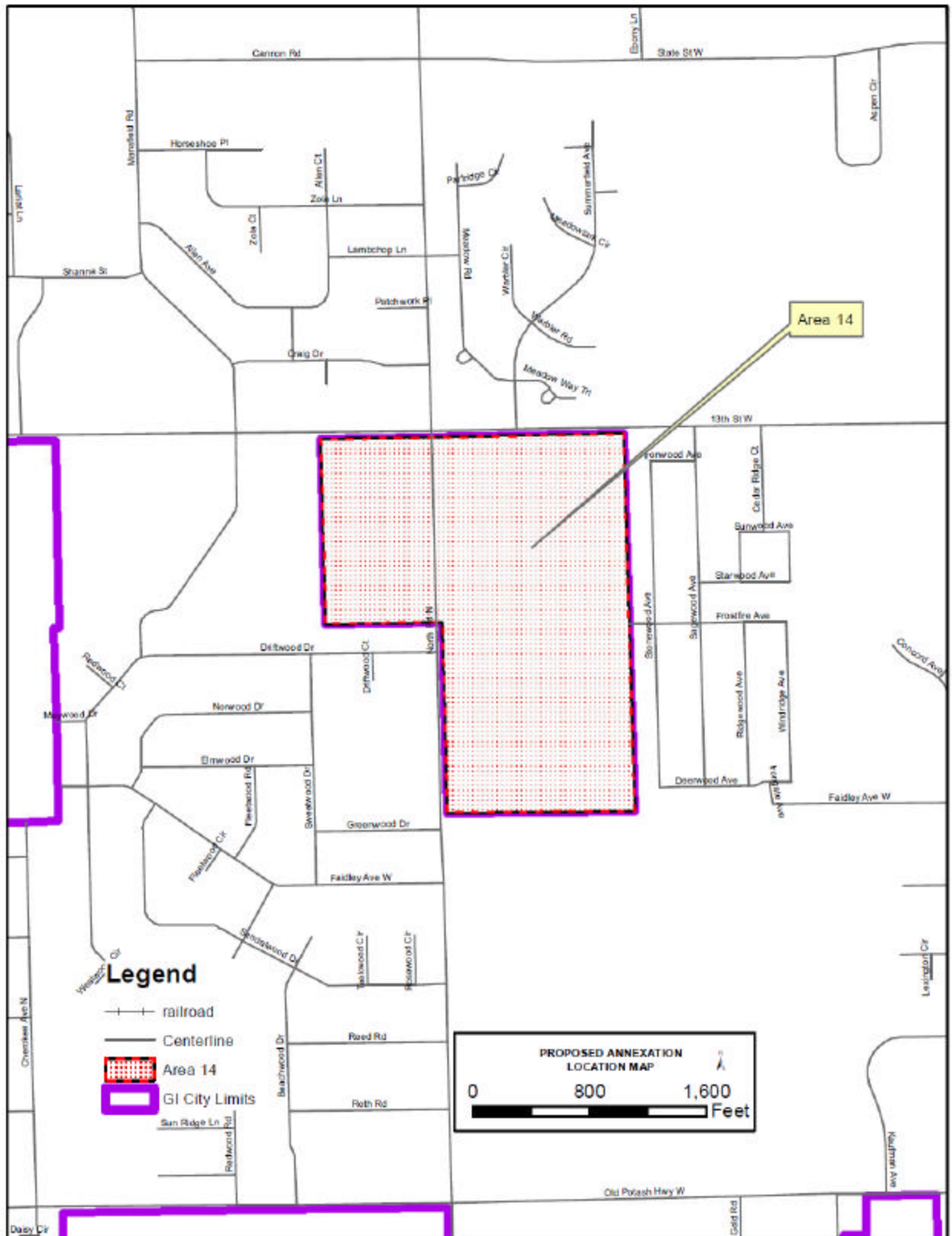
A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. *It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area if they are not already available. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.*

City Services not requiring extension of infrastructure would be available immediately upon annexation. Services requiring extension of infrastructure would be available upon installation of services to City of Grand Island standards and acceptance into the City systems. Extension may be contingent on the successful creation and continuation of an assessment district to raise the necessary funding for installation.



13th and North Road

This property is located in the northwest part of the community. It is south of 13th Street on the east and west sides of North Road and north of Faidley Avenue. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 100 acres of property included in the area that is currently used for agricultural purposes. There are 3 houses and no businesses include in this area.

INVENTORY OF SERVICES

1. Police Protection. The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols and responses
- Handling of complaints and incident reports
- Investigation of crimes
- Standard speed and traffic enforcement
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis. The Police Department has an authorized police force of 77 officers. The Police Department is staffed at a rate of 1.58 officers per one thousand population persons. Immediate annexation of the area will not have any impact on police services. The area when fully developed will likely create the need for additional police staffing.

2. Fire Protection. The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue
- Hazardous materials incident response
- Periodic inspections of commercial properties
- Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #4 located on State Street about 1.25 miles from the proposed annexation area.

3. Emergency Medical Services. The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.

- Emergency medical and ambulance services
- Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 32 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island will provide sanitary sewer services in the area through existing sewer lines. A sewer extension will be necessary to serve the two houses on North Road. This will be done through an assessment district process with the costs assessed back to the surrounding property owners. Sewer is available along 13th Street to the north of majority of these properties and could be extended with the development of these properties.

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

North Road and 13th Street are already maintained by the City at this location.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area. No additional mains are necessary to serve this property.

8. Maintenance of Parks, Playgrounds, and Swimming Pools No impact is anticipated as a result of annexation. There are not recreational facilities located in this area.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. Code Compliance. The City of Grand Island's Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations
Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

11. Library Services. In 2010 the City of Grand Island began charging a non-resident fee to people living outside of the Grand Island City Limits for library services. Residents of this area will no longer be required to pay this fee to use the Grand Island library.

12. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available and can be extended
Roads and Streets	No Impact
Electric Service	Already in GI Service Area
Water Service	Available
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Already Subject to GI Regulations
Library	Would be available at no additional fee
Other	No Impact
School District	In Cedar Hollow/Northwest School District

Financial Impacts of the 13th and North Road Properties Annexation

Financial Impact	Before Annex	After Annex
2010 Property Valuation	\$687,081	\$687,081
City sales tax now applicable	No	Yes

Assume \$687,081 Value

2010 Tax Rates

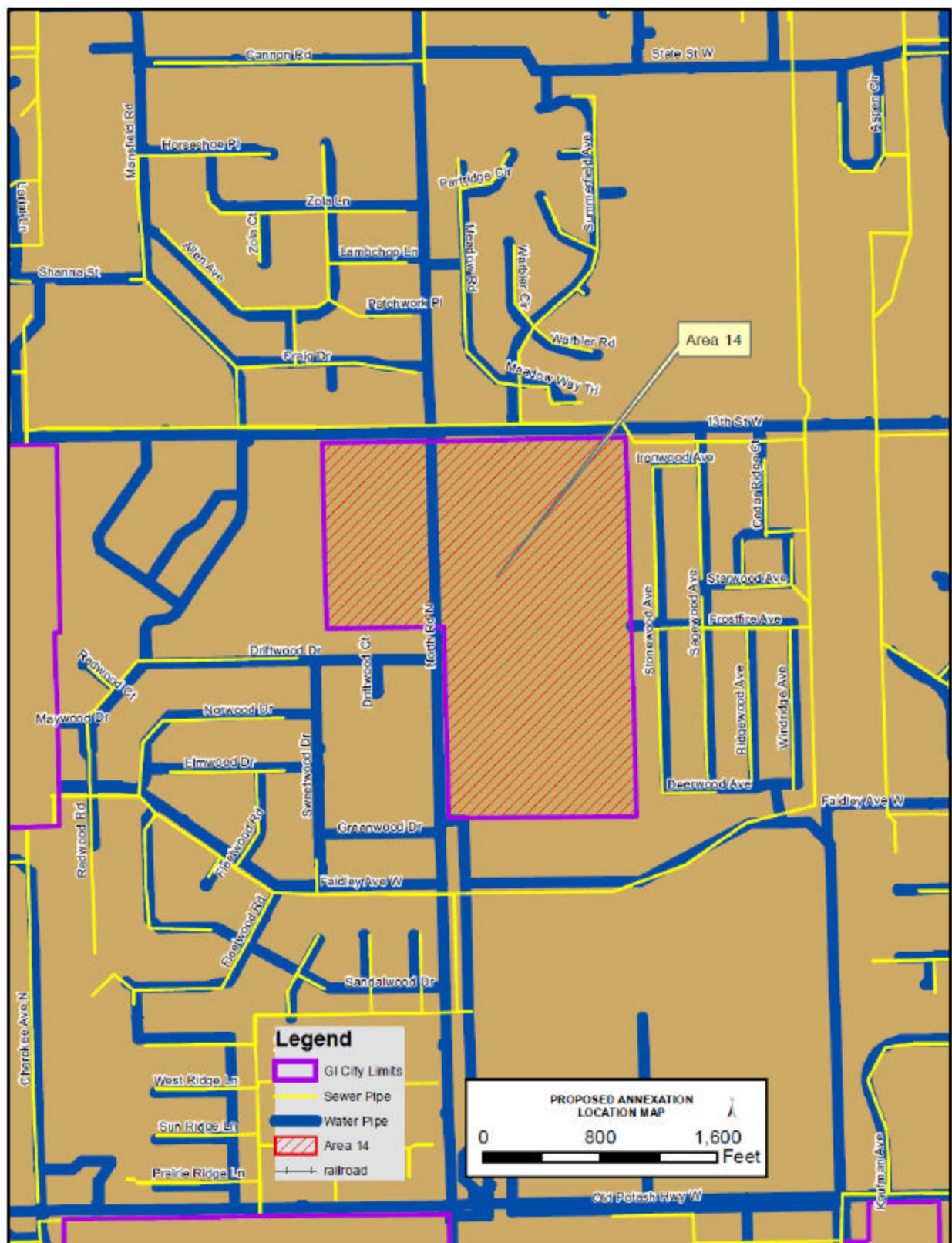
Tax Entity	Bond	2010 Levy	2010 Taxes	2010 Levy	2010 Taxes
City Levy	City Bond		\$0.00	0.204855	\$1,407.52
			\$0.00	0.067645	\$464.78
CRA			\$0.00	0.017742	\$121.90
Hall County		0.430957	\$2,961.02	0.430957	\$2,961.02
Rural Fire	Fire Bond*	0.049493	\$340.06	0.008064	\$0.00
		0.008064	\$55.41		\$55.41
GIPS School	2nd Bond 4th Bond		\$0.00	1.073899	\$7,378.56
			\$0.00	0.082245	\$565.09
			\$0.00	0.045144	\$310.18
NW School		1.012636	\$6,957.63	0.049034	\$0.00
	6th Bond*	0.049034	\$336.90		\$336.90
ESU 10		0.015	\$103.06	0.015	\$103.06
CCC		0.112023	\$769.69	0.112023	\$769.69
CPNRD		0.04733	\$325.20	0.04733	\$325.19
Ag Society		0.004168	\$28.64	0.004168	\$28.64
Airport		0.011825	\$81.25	0.011825	\$81.25
	Airport Bond	0.010493	\$72.10	0.010493	\$72.10
Total Combined		1.751023	\$12,030.95	2.180424	\$14,981.28

Hall County, ESU, Community College, NRD and other levies will not change.

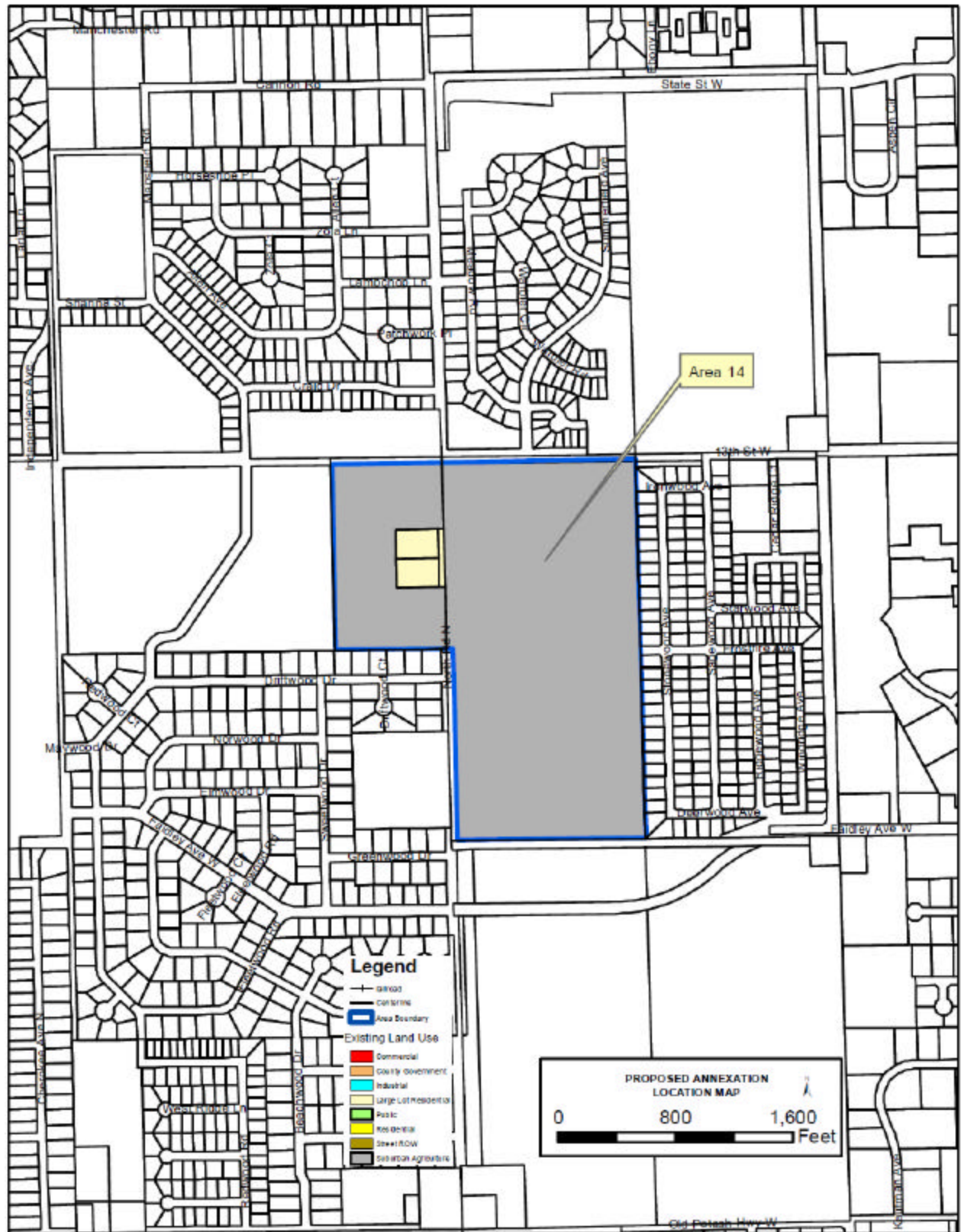
Total property tax levy 1.751023/\$12,030.95 2.180424/\$14,981.28

Depending on development these properties will connect to city water and sewer services and generate revenue for those enterprise funds based on the rate structure and usage.

*previously approved bonds will remain with property until paid off



Sewer and Water Lines near area 14



Generalized Land Use June 2011

RESOLUTION 2011-209 (A)

WHEREAS, the City of Grand Island, in accordance with Neb. Rev. Stat. §16-117, et seq., is considering the annexation of the land and a plan for extending city services to the adjacent and contiguous land which are urban or suburban in character and legally described as

Annexation Areas 3a, 6, 7, 12, 13 and 14 as follows and as shown on Exhibits A, B, C, D, E and F attached hereto and incorporated herein by this reference:

Annexation Area 3a:

Beginning At A Point On The North Line Of Airport Road, U.S. Highway 281 Said Point Being 2,544.35' West Of And 86.51' North Of The Northeast Corner Section 5-11-9 Thence Easterly On A Line 86.51' North Of And Parallel To The North Of Section 5-11-9 And Section 4-11-9 To A Point On The West Line Of Homestead Second Subdivision Thence Southerly On A Line To The South Right Of Way Line Of Airport Road Thence Southwesterly To The East Right Of Way Line Of Broadwell Avenue Thence Southerly On The East Right Of Way Line Of Broadwell To A Point On The South Line Of Northwest Quarter Of Northwest Quarter Section 4-11-9 Thence Westerly On Said South Line Northwest Quarter, Northwest Quarter Section 4-11-9 To The West Line Of Section 4-11-9 Thence Southerly On The West Line Of Section 4-11-9 To A Point On The South Right Of Way Line Of The Burlington Northern Santa Fe Railroad Thence Northwesterly On The South Right Of Way Line Of The Burlington Northern Santa Fe Railroad To A Point On The West Line Of Southeast Quarter Section 5-11-9 Thence Northerly On The West Line Of Southeast Quarter And Northeast Quarter Section 5-11-9 To The Point Of Beginning.

As shown on Exhibit "A" attached hereto and incorporated herein by this reference.

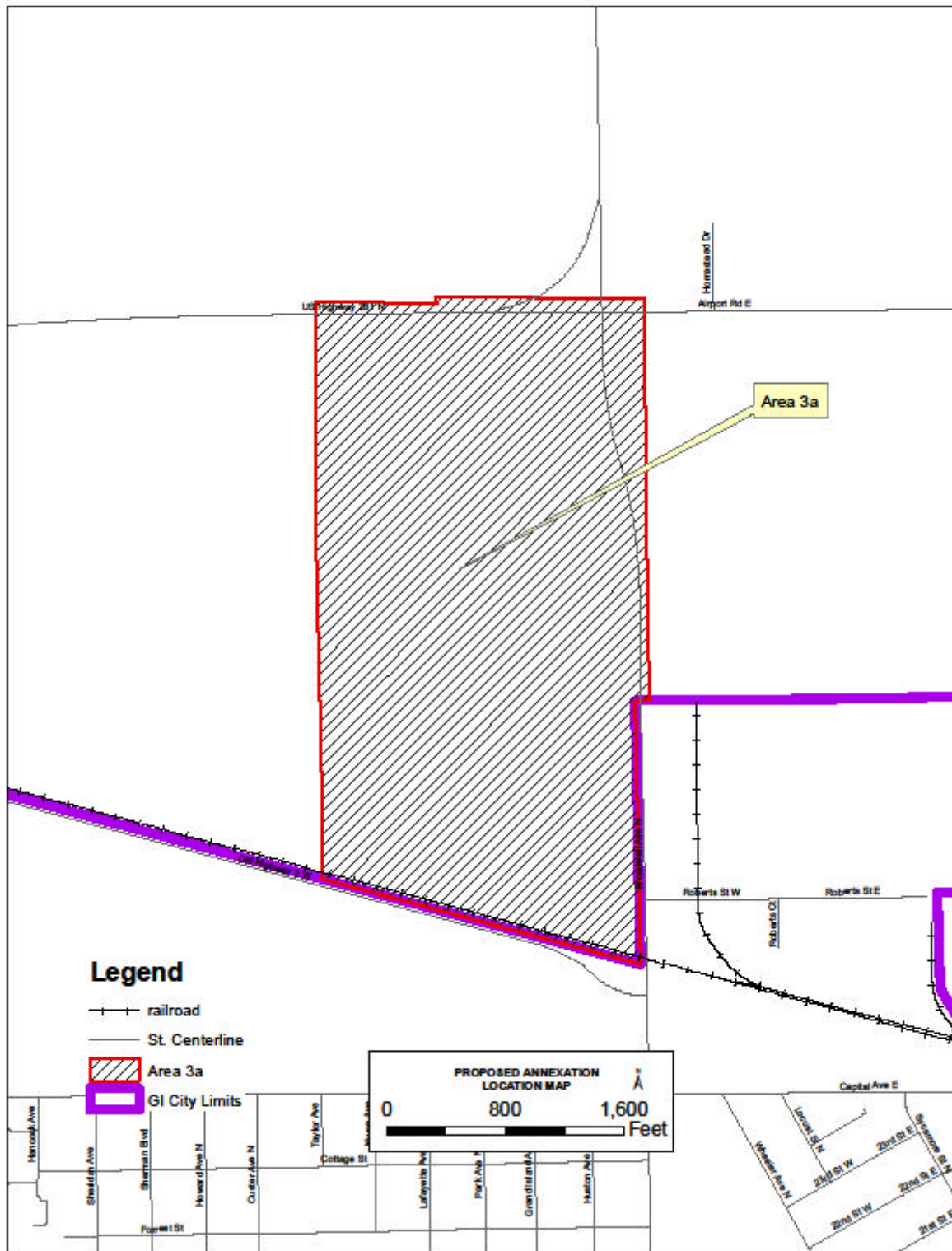


Exhibit “A”

Annexation Area 6:

Beginning At A Point 33' South Of And 183' East Of Northwest Corner 23-11-9 Said Point Being On The South Line Of Bismark Road Thence Continuing Easterly On The South Line Of Bismark Road For A Distance Of 177.5' Thence Northerly On A Line 360.5' East Of And Parallel To The West Lines Of Section 23-11-9 And 14-11-9 Thence Westerly On A Line 191.1' North Of And Parallel To The South Line Of Section 14-11-9 For A Distance Of 73.63' Thence Northerly On A Line 286.87' East Of And Parallel To The West Line Of Section 14-11-9 For A Distance Of 43.30' Thence Westerly On A Line To A Point 260' East Of West Line Section 14-11-9 And 234.4' North Of South Line Of Section 14-11-9 Thence Northerly On A Line 260.0' East Of And Parallel To The West Line Of Section 14-11-9 For A Distance Of 170.0' Thence West On A Line To A Point 191.10' East Of And 404.4' North Of The South Line Of Section 14-11-9 Thence Northerly On A Line 191.1' East Of And Parallel To The West Line Of Section 14-11-9 For A Distance Of 539.47' Thence Westerly on A Line 943.87' North Of And Parallel To The South Line Of Section 14-11-9 To The East Line Of Stuhr Road Thence Northerly On The East Line Of Stuhr Road To The Southwest Corner Of Lot 101 Industrial Addition Thence Easterly On The South Line Of Lot 101, 100 & 90 Industrial Addition For A Distance of 884.63' Thence Southeasterly On The Southwest Line Of Lot 99 Industrial Addition For A Distance Of 146.53' Thence Northeasterly On The East Line Of Lot 99 Industrial Addition For A Distance Of 50' To The Southerly Line Of The Burlington Northern Santa Fe Railroad Right Of Way Thence Southeasterly On Said Southerly Line Of Burlington Northern Santa Fe Railroad To The Northwest Corner Lot 102 Industrial Addition Thence Southerly On The West Line Of Lots 102, 110, 111 & 118 Industrial Addition To The Southwest Corner Of Lot 118 Industrial Addition Thence Easterly On The South Line Of Lots 115, 116, 117 & 118 Industrial Addition To The Southeast Corner Of Lot 115 Industrial Addition Thence Northerly On The East Line Of Lots 114 & 115 For A Distance of 380' ± Thence South Easterly On A Southerly Line Of Lot 114 Industrial Addition To The Southeast Corner Of Lot 114 Industrial Addition Thence Easterly On The South Line Of Lot 114 Industrial Addition To The Southerly Line Of The Burlington Northern Santa Fe Railroad Right Of Way Thence Southeasterly On Said South Line Of The Burlington Northern Santa Fe Railroad To A Point Of The South Line Of Bismark Road Thence Southwesterly On A Line For A Distance Of 166.5'± Thence Northwesterly On A Line For A Distance Of 330' To A Said Point Being 169.4' South Of The North Line Of Section 23-11-9 Thence Westerly On A Line For A Distance of 418.9' To A Point Being 161' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 1000' To A Point Being 151' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 587.6' To A Point 149.63' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 912.4' To A Point Being 148' South Of The North Line Of Section 23-11-9 Thence Westerly On A Line Being 148' South Of And Parallel To The North Line Of Section 23-11-9 For A Distance Of 224.6' Thence Northerly On A Line For A Distance Of 115' To The Point Of Beginning.

As shown on Exhibit "B" attached hereto and incorporated herein by this reference.

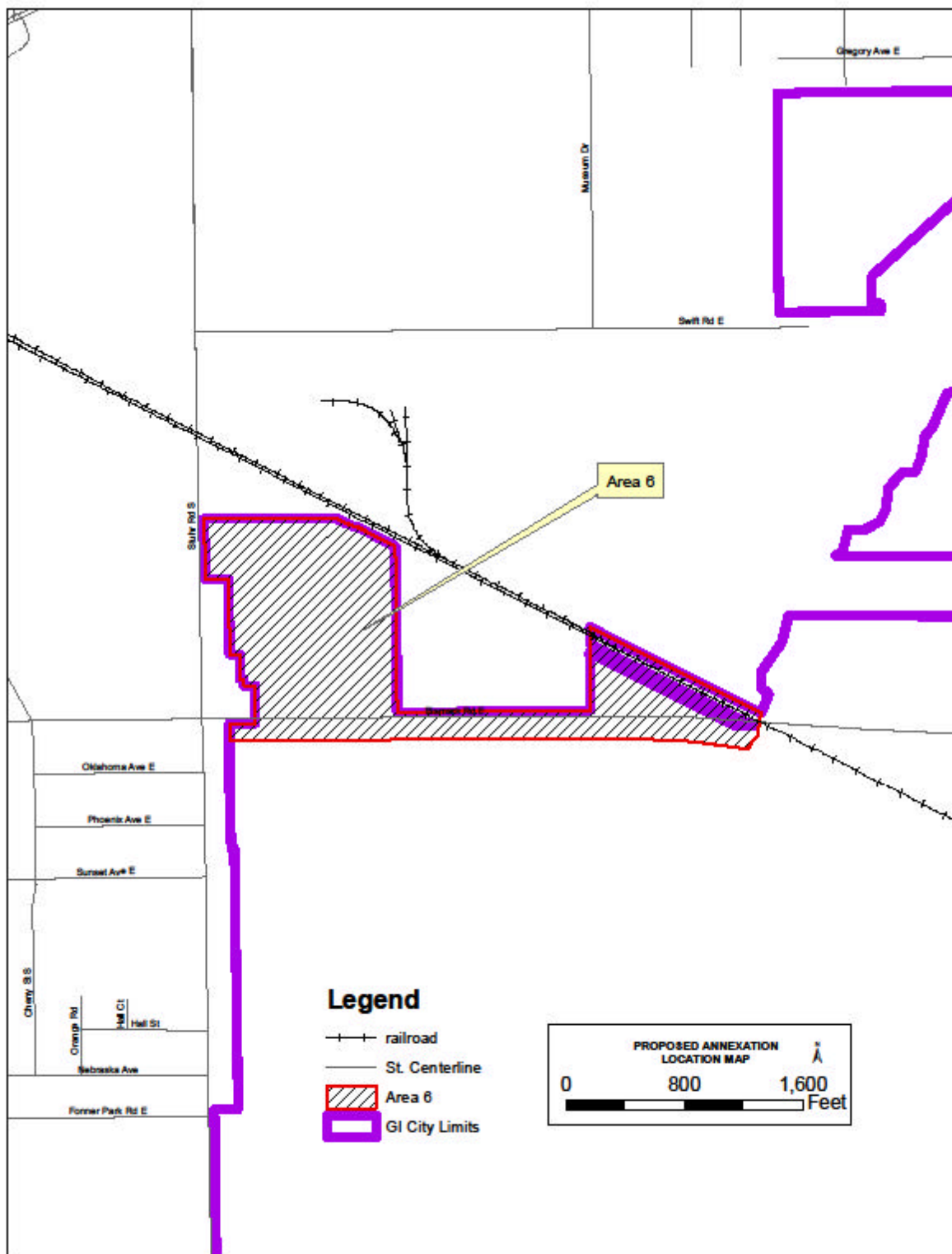


Exhibit “B”

Annexation Area 7:

Beginning At The Southeast Corner Of Desert Rose Subdivision Thence North On The East Line Of Desert Rose Subdivision For A Distance Of 323.6' Thence Easterly On The South Line Of Desert Rose Sub For A Distance Of 55' Thence Northerly On The East Line Of Desert Rose Subdivision For A Distance Of 201' To The Northeast Corner Of Desert Rose Subdivision Thence Easterly On An Extension Of The North Line Of Desert Rose Subdivision For A Distance Of 445' ± Thence Northerly On A Line For A Distance Of 669.4'± To The South Line Of Firethorne Estates Subdivision Thence Easterly On The South Line Of Firethorne Estates Subdivision To The Southeast Corner Of Firethorne Estates Subdivision said Point Also Being The East 1/16 Corner Of Southwest Quarter Section 27-11-9 Thence Southerly On The East Line Of The Southwest Quarter Section 27-11-9 To The South Line Of Section 27-11-9 Thence Continuing Southerly On The East Line Of The Northwest Quarter Section 34-11-9 To The South Line Of U.S. Highway 34, Husker Highway Thence Westerly On The South Line Of Said U.S. Highway 34, Husker Highway To The West Line Of Northeast Quarter Of Northwest Quarter Section 34-11-9 Thence Northerly On The West Line Of Northeast Quarter, Northwest Quarter Section 34-11-9 To The North Line Of Section 34-11-9 Thence Continuing Northerly On The West Line Of The Southeast Quarter Of Southwest Quarter Section 27-11-9 To The North Line Of U.S. Highway 34, Husker Highway Thence Westerly And Northerly On The North Line Of U.S. Highway 34, Husker Highway To The Point Of Beginning

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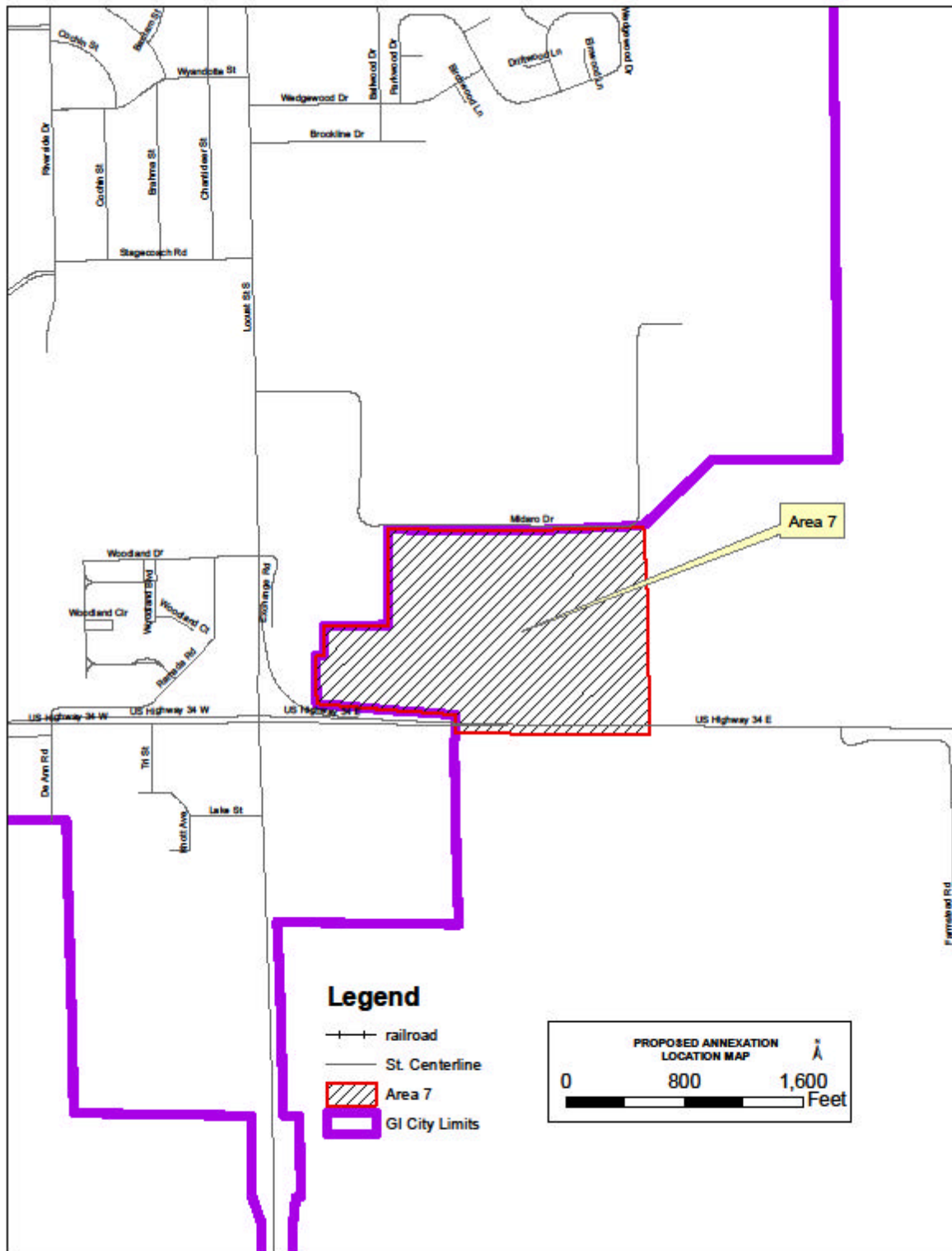


Exhibit “C”

Annexation Area 12:

Beginning At The Southwest Corner Of Pedcor Subdivision Thence Continuing Southerly On An Extension Of The West Line Of Pedcor Subdivision To The West Line Of Pedcor Subdivision To The Southerly Line Of U.S. Highway 34, Husker Highway Thence Westerly On The South Line Of Said Highway To A Point On The West Line Of The Northeast Quarter Of The Northwest Quarter Section 36-11-10 Thence Northerly On The West Line Of Northeast Quarter, Northwest Quarter Section 36-11-10 To The Northwest Corner Of Northeast Quarter, Northwest Quarter Section 36-11-10 Said Point Also Being The Southwest Corner Of Southeast Quarter Of Southwest Quarter Section 25-11-10 Thence Continuing Northerly On The West Line Of The Southeast Quarter, Southwest Quarter, Northeast Quarter, Southwest Quarter And The Southeast Quarter Northwest Quarter Section 25-11-10. To The Northwest Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 Thence Easterly On The North Line Of Southeast Quarter, Northwest Quarter Section 25-11-10 To The Northeast Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 The Southerly On The East Line Of Southeast Quarter, Northwest Quarter Section 25-11-10 To The Southeast Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 Said Point Also Being The Center Of Section 25-11-10 Thence Easterly On The North Line Of Southeast Quarter Section 25-11-10 To The Northwest Corner Of Pedcor Second Subdivision Thence Southerly On The West Line Of Pedcor Second Subdivision and Pedcor Subdivision TO The Point Of Beginning

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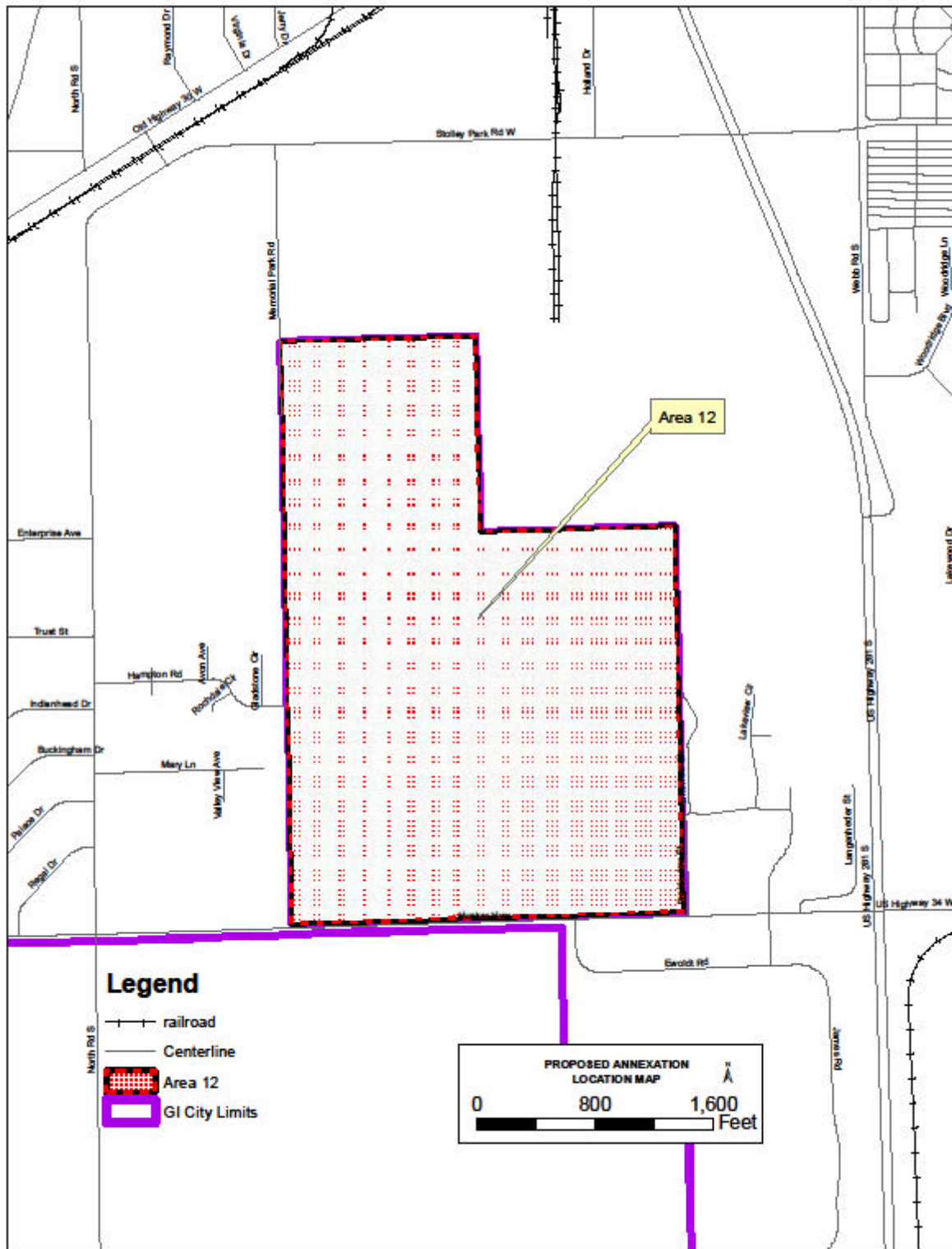


Exhibit "D"

Annexation Area 13:

Beginning At The Northeast Corner Section 23-11-10 Thence Southerly On The East Line Of Said Section 23-11-10 To A Point 300' North Of The Southeast Corner Of Northeast Quarter Of Northeast Quarter section 23-11-10 Thence West On A Line For A Distance Of 333' Thence Southerly On A Line For A Distance Of 300' To A Point On The North Line Of Gosda Subdivision Thence Westerly On The North Line Of Gosda Subdivision To The Northwest Corner Of Gosda Subdivision Thence Southerly On The West Line Of Gosda Subdivision, Springdale Subdivision And Springdale Second Subdivision To The North Line Of Garland Subdivision Thence Westerly On The North Line Of Garland Subdivision To The Northwest Corner Of Garland Subdivision Also Being The Southwest Corner Northeast Quarter Section 23-11-10 Thence Continuing Westerly On The South Line Of The Northwest Quarter Section 23-11-10 For A Distance Of 35' Thence Northerly On A Line To The Southeast Corner Of Copper Creek Estates Subdivision Thence continuing Northerly On The East Line Of Copper Creek Estates Subdivision To The Northeast Corner Of Copper Creek Estates Subdivision Being On The North Line Of Section 23-11-10 To The Point Of Beginning

As shown on Exhibit "E" attached hereto and incorporated herein by this reference.

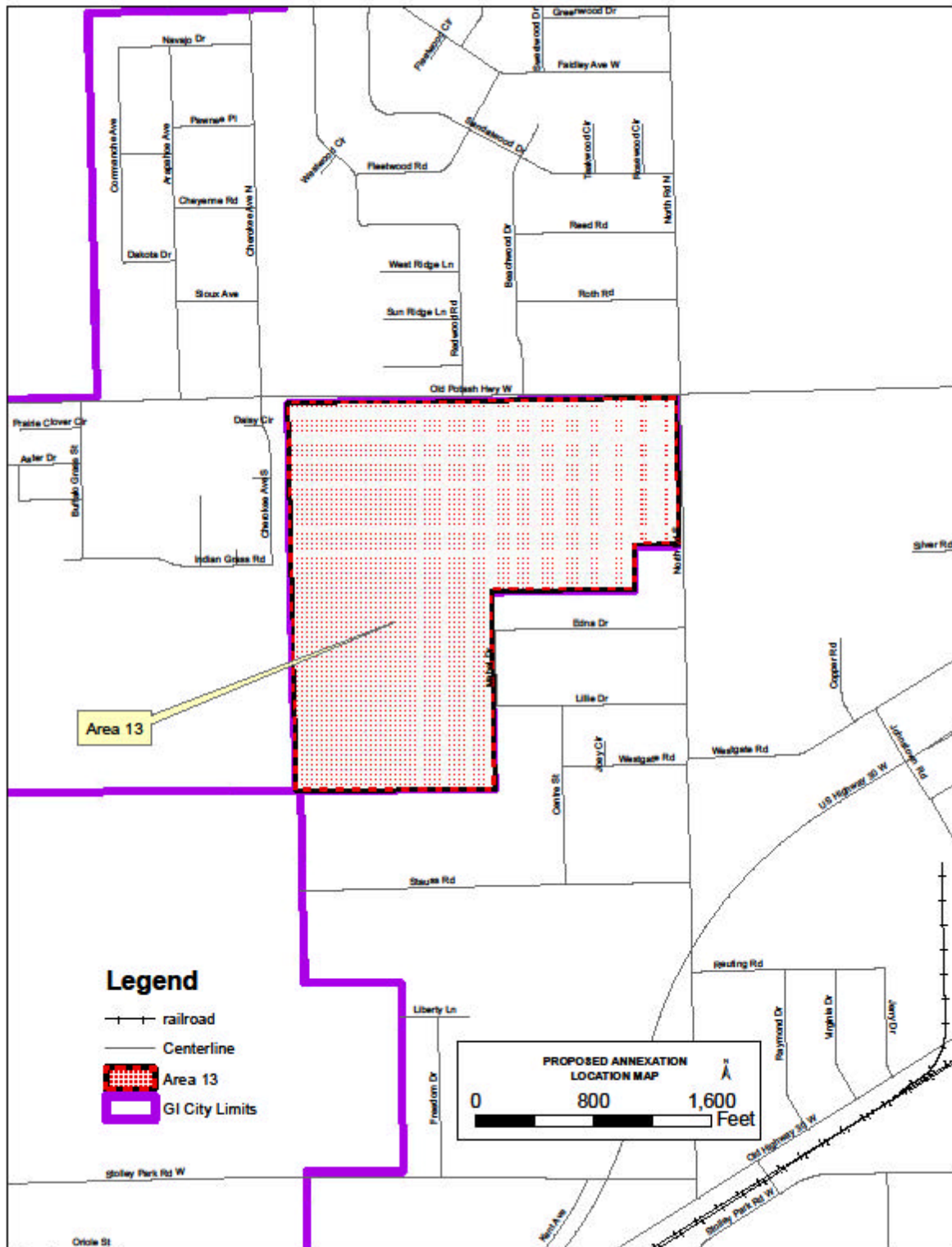


Exhibit “E”

Annexation Area 14:

Beginning At The Northwest Corner East Half Of Northwest Quarter Section 13-11-10, Said Point Also Being The Northwest Corner Of Larue Third Subdivision Thence Southerly On The West Line Of Larue Third Subdivision To The Southwest Corner Of Larue Third Subdivision To The Southwest Corner Of Larue Third Subdivision Said Point Also Being The Southwest Corner Of The East Half Of Northwest Quarter Of Section 13-11-10 Thence Westerly On The South Line Of The Northwest Quarter Section 13-11-10 To The West Line Section 13-11-10 Thence North On The West Line Of Section 13-11-10 Also Being The East Line Of Section 14-11-10 To The Northeast Corner Of Westwood Park Subdivision Said Point Also Being The Northeast Corner Of Southeast Quarter Of Northeast Quarter Section 14-11-10 Thence Westerly On The North Line Of Westwood Park Subdivision To The Southeast Corner Lot 1 Block 2 Neumann Second Subdivision Thence Northerly On The East Line Of Neumann Second Subdivision And Extension There Of To The North Line Of Section 14-11-10 Thence Easterly On The North Line Of Section 14-11-10 To The Northeast Corner Of Section 14-11-10 Also Being The Northwest Corner Section 13-11-10 Thence Continuing Easterly On The North Line Of Section 13-11-10 To The Point Of Beginning

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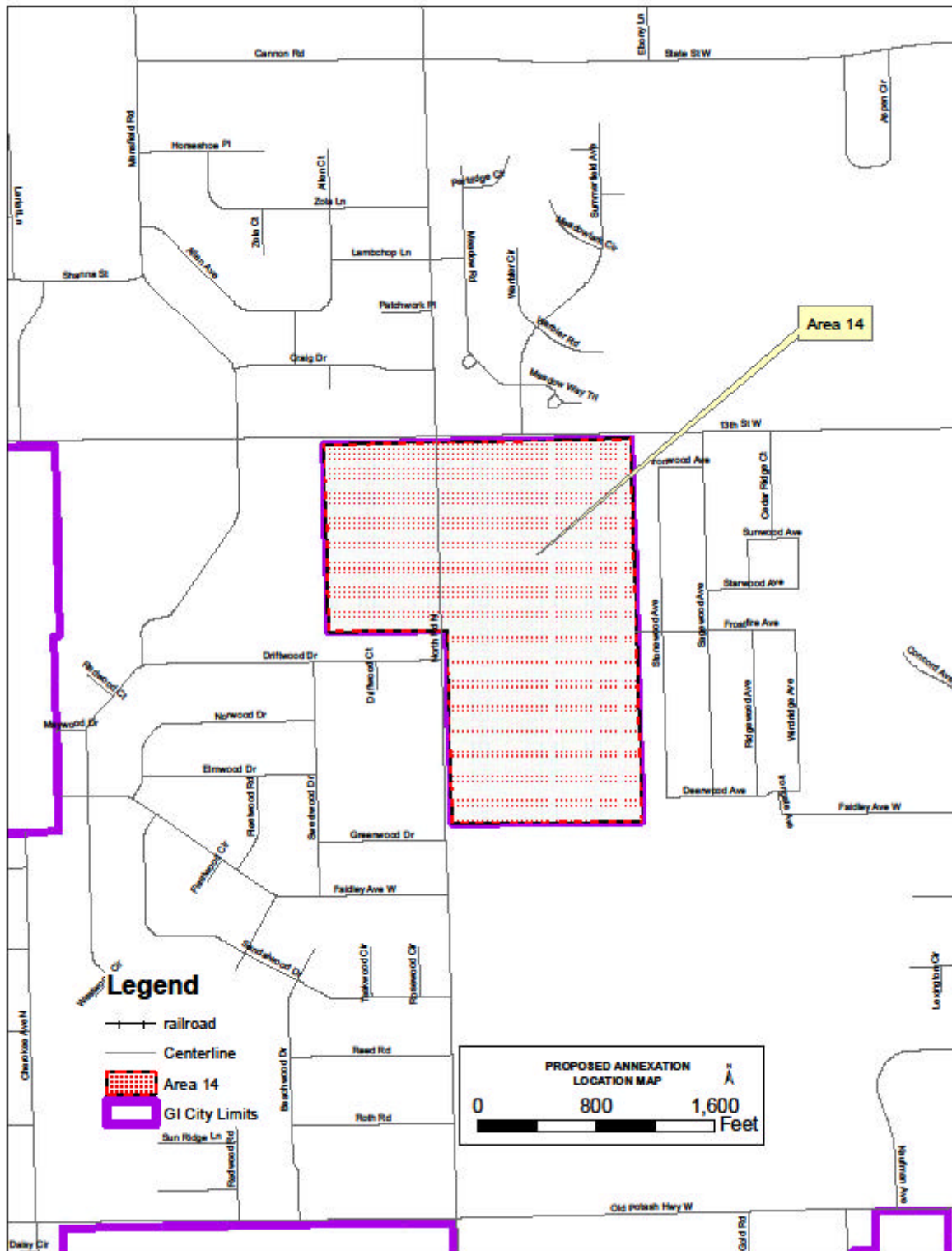


Exhibit “F”

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a plan outlining the city services available to the above-described land and showing or including: (a) the estimated cost impact of providing the services to such land, (b) the method by which the city is financing the extension of services to the land and how services already provided will be maintained, (c) maps drawn to scale clearly delineating the land proposed for annexation, (d) maps showing the current boundaries of the city, (e) maps showing the proposed boundaries of the City after the annexation, and (f) maps showing the general land-use pattern in the land proposed for annexation is hereby adopted and approved and shall be available for inspection during regular business hours in the office of the City Clerk.

BE IT FURTHER RESOLVED, that a public hearing before the Mayor and City Council on the proposed annexation shall be held at 7:00 p.m. on September 27, 2011 or as soon thereafter as the matter may be heard, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, to receive testimony from interested persons.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to publish in the *Grand Island Independent* at least once, not less than ten days preceding the date of the public hearing, a copy of this Resolution and a map drawn to scale delineating the land proposed for annexation.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to send by first-class mail, a copy of the resolution providing for the public hearing to the school boards of the school districts including the lands proposed for annexation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2011-209 (B)

WHEREAS, the City of Grand Island, in accordance with Neb. Rev. Stat. §16-117, et seq., is considering the annexation of the land and a plan for extending city services to the adjacent and contiguous land which are urban or suburban in character and legally described as

Annexation Areas 3a, 6, 7, 12, 13 and 14 as follows and as shown on Exhibits A, B, C, D, E and F attached hereto and incorporated herein by this reference:

Annexation Area 3a:

Beginning At A Point On The North Line Of Airport Road, U.S. Highway 281 Said Point Being 2,544.35' West Of And 86.51' North Of The Northeast Corner Section 5-11-9 Thence Easterly On A Line 86.51' North Of And Parallel To The North Of Section 5-11-9 And Section 4-11-9 To A Point On The West Line Of Homestead Second Subdivision Thence Southerly On A Line To The South Right Of Way Line Of Airport Road Thence Southwesterly To The East Right Of Way Line Of Broadwell Avenue Thence Southerly On The East Right Of Way Line Of Broadwell To A Point On The South Line Of Northwest Quarter Of Northwest Quarter Section 4-11-9 Thence Westerly On Said South Line Northwest Quarter, Northwest Quarter Section 4-11-9 To The West Line Of Section 4-11-9 Thence Southerly On The West Line Of Section 4-11-9 To A Point On The South Right Of Way Line Of The Burlington Northern Santa Fe Railroad Thence Northwesterly On The South Right Of Way Line Of The Burlington Northern Santa Fe Railroad To A Point On The West Line Of Southeast Quarter Section 5-11-9 Thence Northerly On The West Line Of Southeast Quarter And Northeast Quarter Section 5-11-9 To The Point Of Beginning.

As shown on Exhibit "A" attached hereto and incorporated herein by this reference.

Approved as to Form	<input type="checkbox"/> _____
August 5, 2011	<input type="checkbox"/> City Attorney

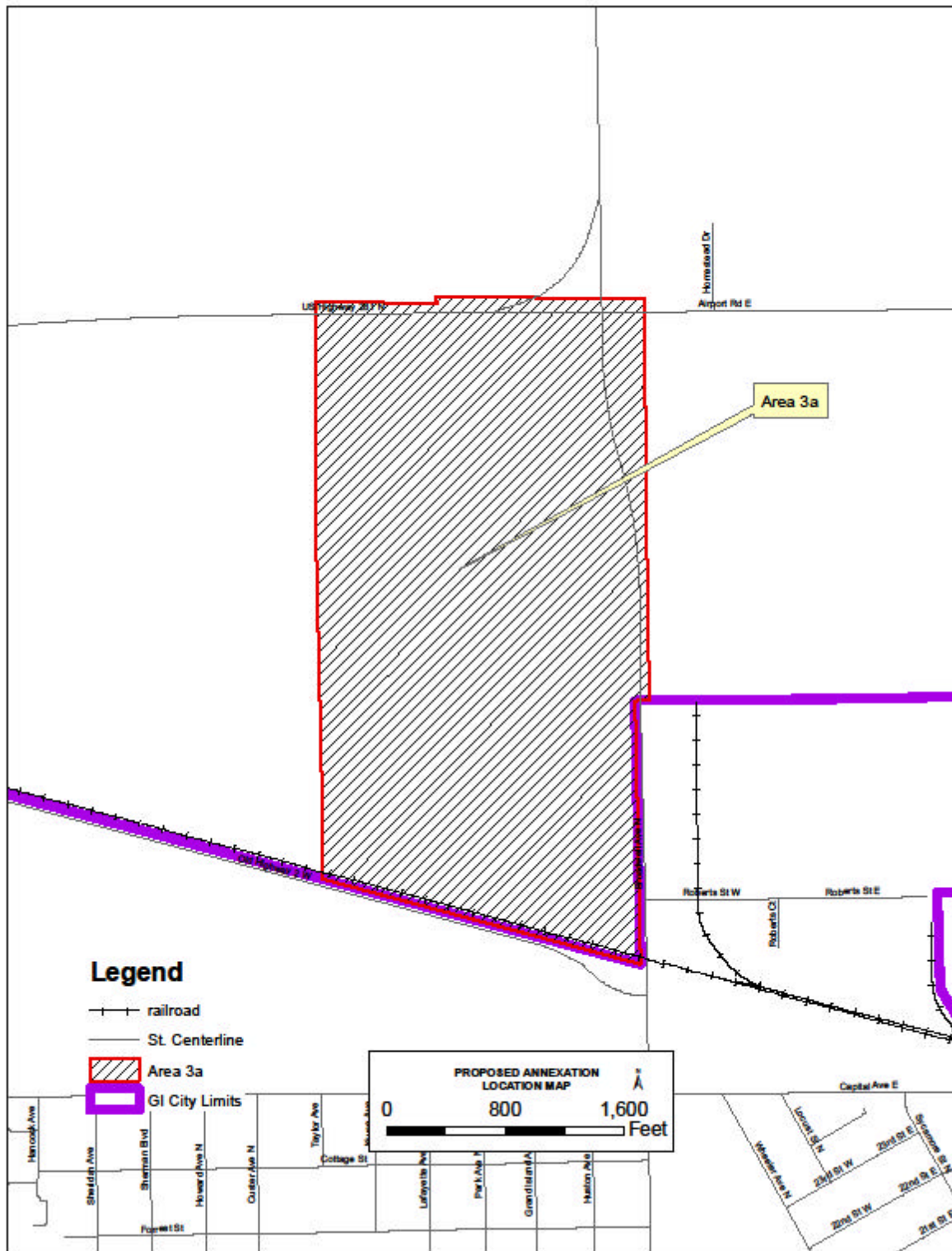


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Annexation Area 6:

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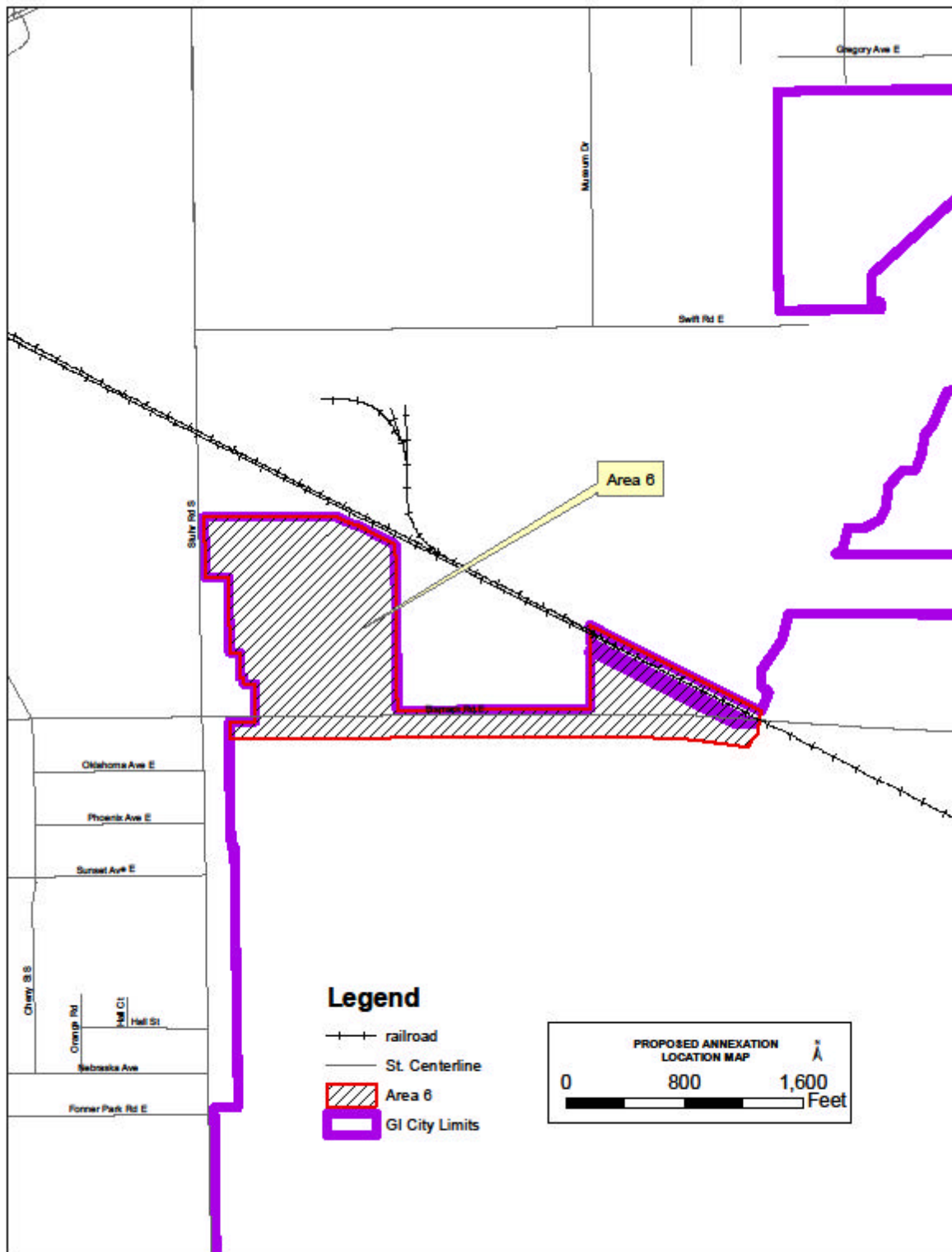


Exhibit "B"

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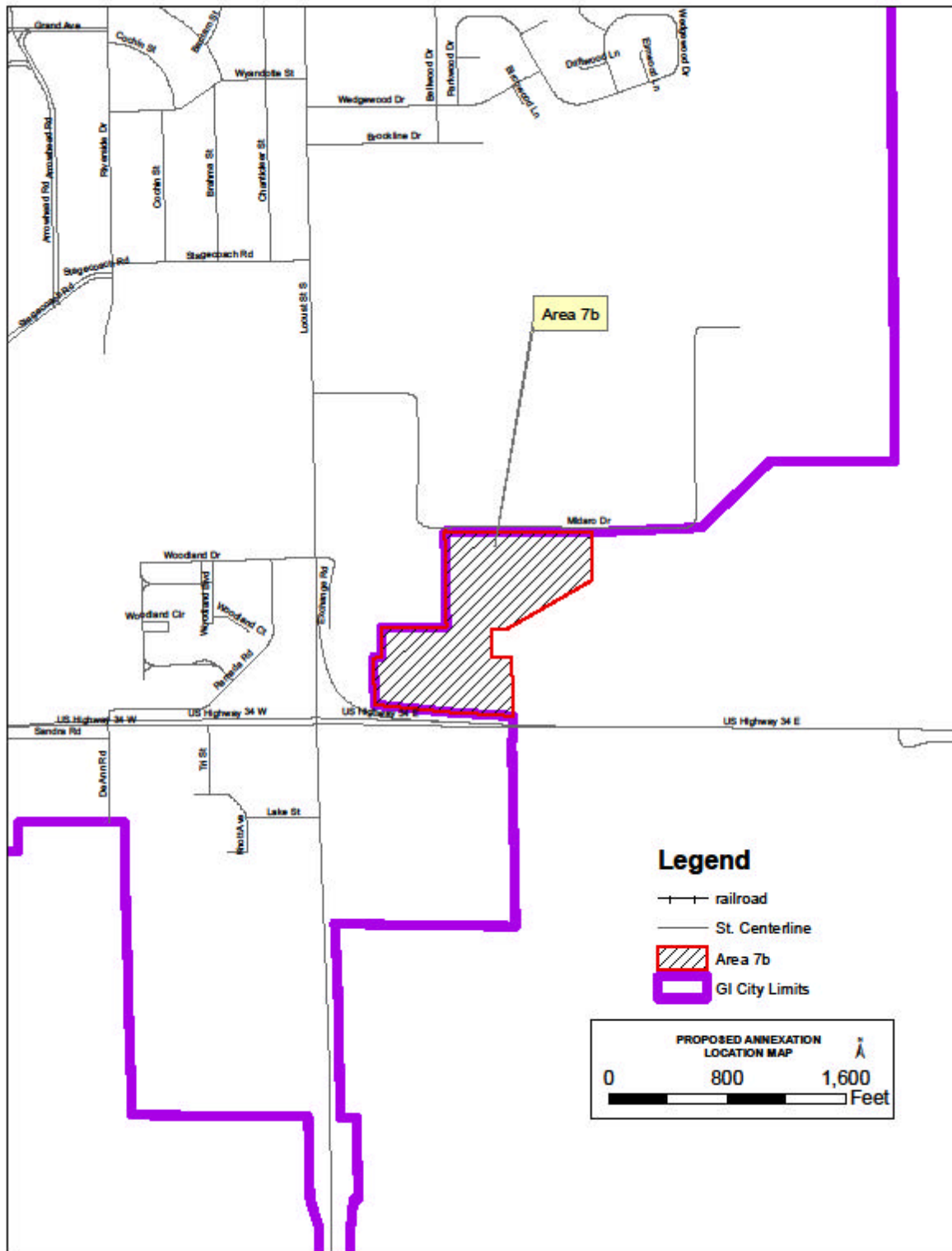


Exhibit “C”

Annexation Area 12:

Beginning At The Southwest Corner Of Pedcor Subdivision Thence Continuing Southerly On An Extension Of The West Line Of Pedcor Subdivision To The West Line Of Pedcor Subdivision To The Southerly Line Of U.S. Highway 34, Husker Highway Thence Westerly On The South Line Of Said Highway To A Point On The West Line Of The Northeast Quarter Of The Northwest Quarter Section 36-11-10 Thence Northerly On The West Line Of Northeast Quarter, Northwest Quarter Section 36-11-10 To The Northwest Corner Of Northeast Quarter, Northwest Quarter Section 36-11-10 Said Point Also Being The Southwest Corner Of Southeast Quarter Of Southwest Quarter Section 25-11-10 Thence Continuing Northerly On The West Line Of The Southeast Quarter, Southwest Quarter, Northeast Quarter, Southwest Quarter And The Southeast Quarter Northwest Quarter Section 25-11-10. To The Northwest Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 Thence Easterly On The North Line Of Southeast Quarter, Northwest Quarter Section 25-11-10 To The Northeast Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 The Southerly On The East Line Of Southeast Quarter, Northwest Quarter Section 25-11-10 To The Southeast Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 Said Point Also Being The Center Of Section 25-11-10 Thence Easterly On The North Line Of Southeast Quarter Section 25-11-10 To The Northwest Corner Of Pedcor Second Subdivision Thence Southerly On The West Line Of Pedcor Second Subdivision and Pedcor Subdivision TO The Point Of Beginning

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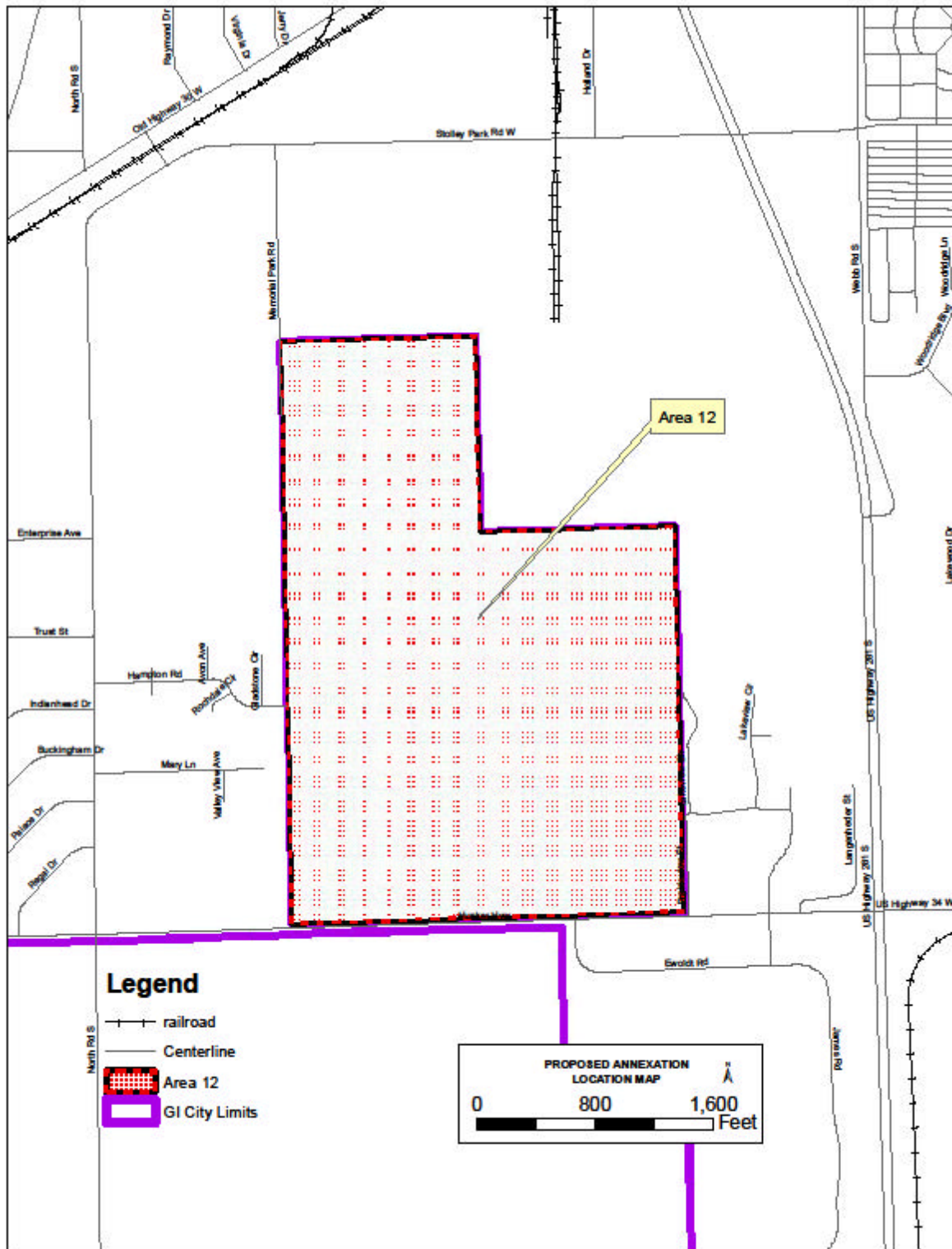


Exhibit "D"

Annexation Area 13:

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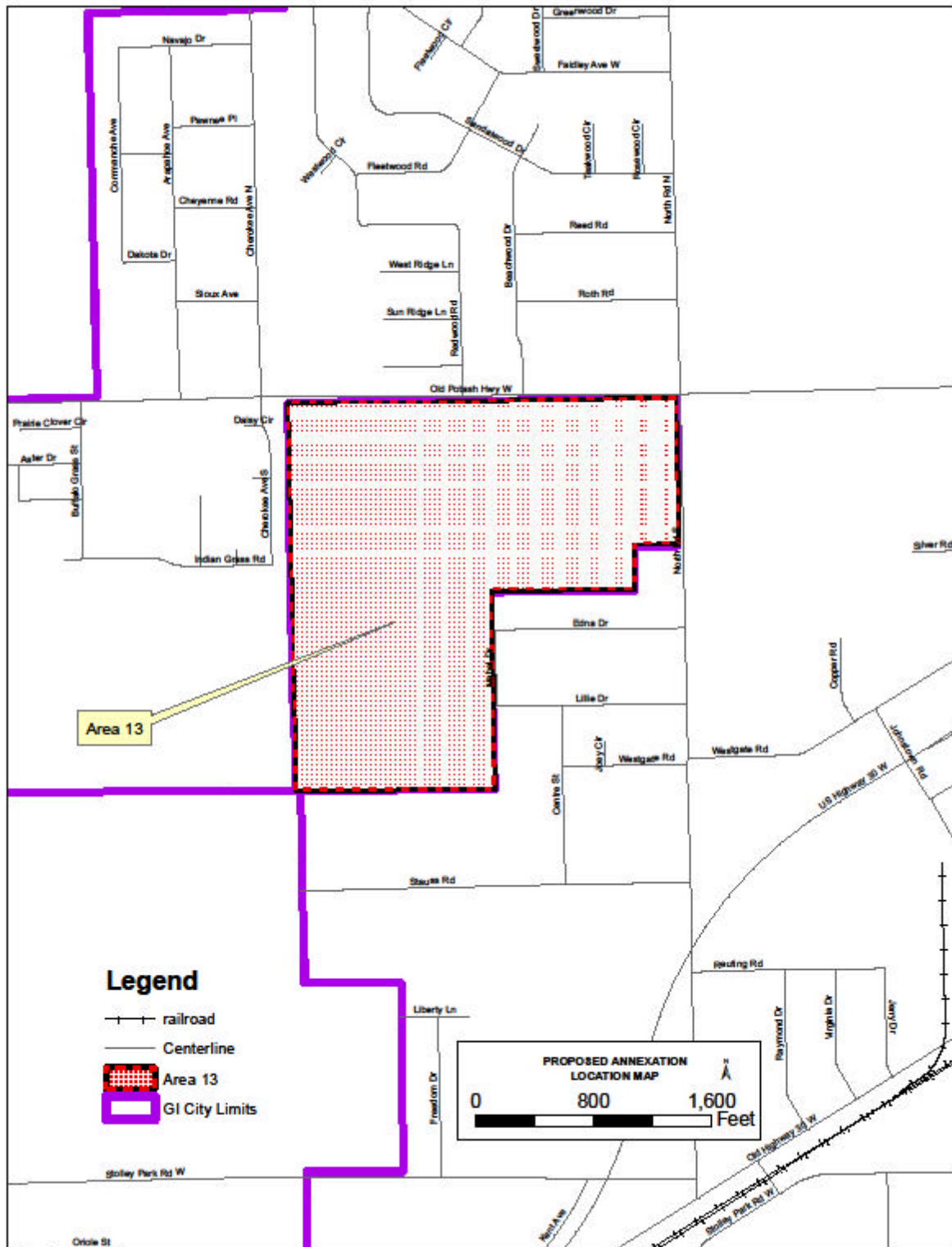
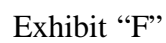


Exhibit “E”

Annexation Area 14:

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BE IT FURTHER RESOLVED, that a public hearing before the Mayor and City Council on the proposed annexation shall be held at 7:00 p.m. on September 27, 2011 or as soon thereafter as the matter may be heard, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, to receive testimony from interested persons.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to publish in the *Grand Island Independent* at least once, not less than ten days preceding the date of the public hearing, a copy of this Resolution and a map drawn to scale delineating the land proposed for annexation.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to send by first-class mail, a copy of the resolution providing for the public hearing to the school boards of the school districts including the lands proposed for annexation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item I3

#2011-210 - Consideration of Approving the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) Labor Agreement

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 9, 2011

Subject: Approval of Labor Agreement between the City of Grand Island and AFSCME, Local 251

Item #'s: I-3

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Employees who work in the Streets, Parks, Cemetery, and Fleet Services Divisions of the Public Works and Parks and Recreation Departments currently work under the conditions outlined in the labor agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO. This group is more commonly referred to as AFSCME. The current contract will expire as of midnight September 30, 2011. The City's negotiating team and AFSCME's negotiating team met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract that would have a positive impact on the budget.

Discussion

The agreement being presented for Council approval is a three year contract. There were a few minor changes to the agreement that updated language. Some of the more notable changes include the following: language change from an established 40 hour work week to an agreement that hours won't fall below 76 hours in a two week pay period; language that requires the use of 5 consecutive days of vacation each year; more definition added to the bereavement leave section to identify immediate family members, that list includes, parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation; under the heading of seniority a paragraph was added to allow an employee with more seniority to bump a less senior employee if their position would be eliminated through a reduction in force; language was also added for non-binding mediation as another step in the grievance process.

The most notable of changes in this contract is the addition of pay steps in the salary tables. Currently AFSCME positions have 8 steps to move through during the course of employment. The new contract will have 15 steps. Members will move through the steps as they are eligible with their annual employee evaluations. Members who are at step 8 of the current scale will be placed in step 12 of the new scale (which is the same hourly rate as step 8). Other members will move into their new steps as eligible at their evaluation period. The overall impact of this in the first year of the contract is just under 1%. Years 2 and 3 of the agreement outline a 1.5% salary table adjustment. This is in addition to step movement. By stretching out the number of steps in the salary tables, the impact on the annual cost of step movement is reduced by nearly 2%.

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 labor agreement between the City of Grand Island and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees also referred to as AFSCME.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and Nebraska Public Employees, Local 251 (AFSCME).

AGREEMENT

THIS AGREEMENT, dated _____, 2011, between the City of Grand Island (hereinafter referred to as the "City"), and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, 2011.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following departments and divisions:

1. Department of Public Works
 - a. Street and Transportation Division
 - b. Fleet Services Division
2. Department of Parks and Recreation
 - a. Parks Maintenance Division
 - b. Cemetery Division

The City shall not enter into any agreement with employees in the bargaining unit, individually or with any portion of the union or groups of individuals, relative to wages, hours, terms or conditions of employment.

B. CLASSES OF EMPLOYEES

Only employees with regular status in the classification listed below are eligible for representation by the Union:

Maintenance Worker - Cemetery
Maintenance Worker - Parks
Maintenance Worker – Streets
Senior Maintenance Worker- Streets

Equipment Operator- Streets
Senior Equipment Operator- Streets
Fleet Services Mechanic
Fleet Services Inventory Clerk
Horticulturist
Traffic Signal Technician

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Work schedules shall be arranged, to the extent possible, with five consecutive work days followed by two consecutive days off. A two week notice will be given to union members if the work schedule will be changed to reflect less than 80 hours in a two week pay period. Hours will not fall below 76 in a two week pay period. This policy will only be in effect for the duration of this contract.

B. LUNCH PERIODS

The City shall establish the lunch periods. A meal allowance of \$4.50 shall be granted for all employees 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.

Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations within the parameters set by the Local Government Miscellaneous Expenditures Act.

For purposes of this section, "emergency situation" shall mean those times when the City determines the employee's presence is needed at work due to weather conditions (i.e. snow storms, sandbagging, severe windstorm or tornado, etc.) or other unforeseeable events.

C. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency and unexpected special activities or events, shall be posted for all to see at least two days before the change is effective.

Permanent full-time employees normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m., or after 11 a.m., shall receive a shift differential of \$0.25 per hour added to the base hourly rate for the hours worked during such temporary assignment.

D. REST PERIODS

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof.

E. OVERTIME AND COMPENSATORY TIME

1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment. For the purposes of this section, the term "day" shall mean the period of time from the scheduled start of the workday to the scheduled start of the next work day.
2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
3. This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime with this exception; should an employee be called to emergency service which requires 12 hour shifts due to severe weather and a holiday occurs in the same pay period, the holiday hours will be counted as hours worked for the calculation of overtime. Personal days are excluded.
5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of one hundred twenty (120) hours of compensatory time (80 hours of actual hours worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid for in cash. However, the employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave.

All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

F. STAND-BY DUTY

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.
 - a. The stand-by duty work week will run from Monday at 5 p.m. to the following Monday at 8 a.m.
 - b. The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.
2. The compensation for stand-by duty will be seven (7) ~~hours time at the employee's~~ basic rate of pay as shown on the payroll on the Sunday during his or her stand-by duty week.
3. The employee assigned to this duty shall be available by telephone at all times under this arrangement.

G. SCHEDULING HOLIDAYS OFF

The scheduling of holidays off shall be done as equitably as possible.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential services to the public:

New Year's Day	Veteran's Day
Thanksgiving Day	
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Day
Labor Day	

Such holidays shall be observed on the day they are observed by the courts of the State of Nebraska, in accordance with Section 25-2221, Reissue Revised Statutes of Nebraska.

B. SUNDAY HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

C. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless such employee works his or her last regularly scheduled day before the holiday and his or her first regularly scheduled day after the holiday, unless excused by the supervisor for either of such days. An employee must be on paid leave status to be paid for the holiday.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee is regularly scheduled to work on a day on which a holiday falls and such employee's work is essential to maintain necessary public services, the employee shall be paid for the holiday, plus time and one-half (1/2) for any hours worked on the holiday.

E. HOLIDAY ON NON-SCHEDULED WORK DAY

If an employee is not regularly scheduled to work on a holiday and he or she is called out to work on the holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

F. HOLIDAY DURING LEAVE OF ABSENCE

If any of the above-mentioned holidays fall during an employee's authorized paid vacation or medical leave time, or other paid leave status, such holiday shall not be charged against these paid absences. If a holiday falls during a period when an employee is in an unpaid leave status, the employee shall not be paid for the holiday.

ARTICLE IV - PERSONAL LEAVE

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the contract year and must be used by September 15th. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor.

ARTICLE V - VACATIONS

A. ELIGIBILITY

All regular employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be used in hourly increments.

For purposes of this contract, "regular" employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have

completed their introductory terms. It shall specifically exclude employees who are temporary, seasonal, probationary, and/or working fewer than 30 hours per week.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six-month introductory period, an employee will be eligible to take thirty eight (38) hours of vacation time. The employee will accrue an additional thirty eight (38) hours in the first year of continuous service.
2. Eighty (80) hours of vacation in the second year of continuous service.
3. Eighty (80) hours of vacation in the third year of continuous service and each year thereafter through the fourth year of service.
4. One hundred sixteen (116) hours of vacation in the fifth year of continuous service and each year thereafter through the ninth year of service.
5. One hundred twenty four (124) hours of vacation in the tenth year of continuous service and each year thereafter through the fourteenth year of service.
6. One hundred fifty six (156) hours of vacation in the fifteenth year of continuous service and each year thereafter through the nineteenth year of service.
7. One hundred sixty hours of vacation in the twentieth year of continuous service and each year thereafter.

Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked.

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. Vacations may be granted at the time requested by the employee. Each employee shall take a vacation of five consecutive work days each year when eligible. An example would be taking Monday through Friday off or taking Thursday and Friday off the first week and then taking Monday, Tuesday, and Wednesday off the second week.

D. SENIORITY FOR VACATION PLANNING

The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his or her choice of vacation time. The seniority system shall not preclude the taking of vacation at the same time by employees whose work requirements are not inter-dependent, nor shall it interfere with vacation leave previously scheduled.

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.
2. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.
3. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon separation, a regular employee shall be paid for the unused portion of his or her accumulated vacation leave; provided, an employee electing to voluntarily separate employment provides the Department Director with written notice of at least fourteen calendar days prior to separation. An employee who has been separated shall not accrue vacation leave credits after his or her last day physically on the job.

ARTICLE VI MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. AMOUNT AUTHORIZED

1. Medical Leave. Medical leave shall be credited to all full-time employees as follows:
 - a. Eight (8) hours for each full calendar month of service.
 - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.

2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family residing in the same household.

For purposes of medical and bereavement leave, an immediate family member shall mean a child, spouse, parent, grandchild, grandparent, brother, sister, aunt, uncle, and in-laws of the same relation.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After twelve continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on medical leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, not to exceed eight hours in a day; provided, that medical leave shall be debited in no less than one (1) hour units.

C. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to three (3) days per contract year. Any portion of a work day used for bereavement leave shall be considered a full day, which consists of eight (8) hours of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation. Bereavement leave shall not exceed three (3) days in any calendar year. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee immediate family because of unusual circumstances. To attend the funeral of someone other than immediate family, an employee shall take vacation leave.

D. PROOF OF ILLNESS

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to his or her supervisor. The supervisor may require this statement or proof for an absence chargeable to medical leave of any duration.

E. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of 1,064 hours. All employees shall be paid forty-five percent (45%) for their accumulated medical leave at the time of retirement, the rate of compensation to be based on the employee's salary at the time of retirement.

G. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work, the employee shall submit a leave form to his or her supervisor. An employee will not receive sick pay if a leave form is not submitted within one (1) working day after the absence.

H. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy, as set forth in the Employee Personnel Rules and Regulations or as amended by Federal Law.

ARTICLE VII - MILITARY LEAVE

The provisions relating to military training leave shall be as provided by Nebraska Statutes.

ARTICLE VIII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service.

B. PROCEDURE

An employee who is called for witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at the court.

C. FEES

Fees received for jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, the requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary.

ARTICLE IX - LEAVE WITHOUT PAY

A. The provisions relative to leave without pay shall be as follows:

1. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days time. The mayor may extend such leave for a period not to exceed one year. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.
2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.
3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Article VI of this contract shall govern.

B. Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.

2. Vacation and medical leave credits shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or the accrual of other benefits.
4. Leave without pay during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.
5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation.
6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

ARTICLE X - TEMPORARY DISABILITY LEAVE

A. POLICY

Any employee in this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act shall receive in addition to the workers compensation benefit, compensation to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of injury, or the date that temporary disability begins. The purpose of this is to maintain the employee's net pay until he or she becomes eligible for long-term disability or is able to return to work.

B. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins.

Temporary disability leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

C. WHEN AUTHORIZED

In the case of temporary disability of an employee received while in the line of duty, he or she shall receive compensation of his or her salary up to the net amount at the time of injury, during the continuance of such disability for a period not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes

of this article, including the commencement date of the temporary disability and calculation of the temporary disability leave.

D. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use medical or vacation leave for the initial seven days. If no other leave is available, the City shall grant the employee temporary disability leave.
2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above. The City will provide temporary disability leave to ensure that the employee receives his or her full salary for the remainder of the one hundred fifty day (150) day period set forth above.
3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's gross salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

E. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the third party or representative of said party until after receiving consultation and advice of the employee and a signed waiver to that effect.

F. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following one hundred

fifty (150) days from the original date of injury or date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.

G. LIGHT DUTY POLICY

Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five day period between the date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence five (5) calendar days from the date of injury with appropriate medical release, unless the employee is willing to return sooner.

ARTICLE XI - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without leave for three (3) consecutive days is considered to have resigned.

B. LEAVE FORM

For all leaves except unforeseeable medical leave, a written request on the authorized leave form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to the taking of the leave. In the case of unforeseeable medical leave, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless a leave form approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

C. COMPENSATION LIMIT DURING LEAVE

While on leave of any nature, the total compensation paid to an employee including salary, wages, workers compensation benefits and leave pay collected from any other party shall not exceed

the employee's net take-home pay at the time of the commencement of the leave plus any allowed and approved cost of living increase which commences during the period of leave.

ARTICLE XII - PENSION RETIREMENT PLAN AND SENIORITY

A. PENSION RETIREMENT PLAN

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

B. SENIORITY

1. Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.
2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.
3. After an employee satisfactorily completes his initial introductory period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.
4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
5. Where two or more employees were appointed in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.
6. Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. Non-bargaining unit service with the City shall not be construed or considered for the purpose of calculating seniority under the provisions of this Agreement except for those employees who are in classifications which have become part of the bargaining unit.
7. An employee whose position is being eliminated through a reduction in force has the option to move into a lower grade position for which they are qualified within the same functional division. Functional divisions are defined as: Streets and Transportation, Fleet Services, Parks, and Cemetery.

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. PAY PLAN

1. All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least 1 year with their performance to be evaluated on the anniversary of the change of status.

Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the employee is eligible for the pay increase.

2. The introductory period for new employees shall be six months, unless otherwise extended by the Department Director.

B. FISCAL YEARS 2011 – 2014

Rates of pay for the period October 1, 2011 to September 30, 2014 for work performed in the various classes of work under this agreement are set out in Exhibits A, B, and C.

C. FISCAL YEAR 2011 - 2012

Rates of pay for the period October 1, 2011 to September 30, 2012 for work performed in the various classes of work under this agreement shall be as follows:

Rates of pay from October 1, 2011 through September 30, 2012, for work performed in the various classes of work under this agreement shall be as shown on the new pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October 2011. For each fiscal year, the new rate of pay shall take effect during the first full pay period in the month of October. Employee's wages will be frozen until such time they are eligible for their annual employee evaluation. With a satisfactory evaluation they will be placed in the next closest step that does not move their pay backwards in the fifteen step pay scale.

D. FISCAL YEAR 2012 - 2013

All pay ranges shall be adjusted by 1.5%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2012. See exhibit B.

E. FISCAL YEAR 2013 – 2014

All pay ranges shall be adjusted by 1.5%. The new pay ranges will be implemented on the

first full pay period on or after October 1, 2013. See exhibit C.

F. FUTURE CHANGES IN RATES OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act (Sections 23-921 through 23-933, R.R.S. 1943).

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the grounds of race, religion, national origin, color, age, or sex.

ARTICLE XV - SAFETY COMMITTEE

1. A member of the bargaining unit, as selected by the Union, shall serve on the Citywide Safety Committee, which shall meet on a regular basis to discuss safety problems.
2. All questions relating to safety, including equipment, protective clothing, working areas, and working procedures, shall be considered proper subject for discussion.
3. It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees, including proper training in operation of equipment and use of materials.

ARTICLE XVI – GRIEVANCES

A. GENERAL STATEMENT

It is the policy of the City of Grand Island to provide prompt and equitable resolution of employee complaints and grievances. An employee presenting a complaint or grievance shall not be subject to reprisal.

B. COMPLAINTS

Prior to initiating a grievance, the employee is encouraged to discuss the complaint with the immediate supervisor. Should the complaint not be resolved through such discussion, the employee may elect to submit a grievance.

C. WHAT MAY BE GRIEVED

A permanent employee may grieve an alleged unsafe act or practice, adverse working condition, violation of a written or verbal policy or procedure, violation of the employee's civil rights, an involuntary demotion, or an involuntary transfer which results in a reduction in salary. A introductory employee may grieve only an alleged unsafe act or practice, adverse working condition, or a violation of the employee's civil rights.

D. GRIEVANCE PROCEDURE

Employee grievances will be resolved in accordance with the following procedure:

1. Division Supervisor

A grievance must be submitted to the Division Supervisor not later than 10 working days following the alleged act or action.

The Division Supervisor shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

2. Department Director

Should the employee be dissatisfied with the Division Supervisor's response, or should the Division Supervisor be the immediate supervisor, the employee may grieve to the Department Director not later than five (5) working days following receipt of the Division Supervisor's response or the occurrence of the original alleged act or action.

The Department Director shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

3. Mayor

Should the employee be dissatisfied with the Department Director's response, the employee may grieve to the Mayor no later than five (5) working days following receipt of the Department Director's response or the occurrence of the original alleged act or action.

The Mayor shall provide the employee with a written response not later than five (5) working days following receipt of the grievance. The decision of the Mayor completes the grievance process.

E. GRIEVANCE PROCEDURE - GENERAL PROVISIONS

Employee grievances and employer responses must be in writing with a copy provided to the Human Resources Department. Should a meeting or hearing be held for the resolution of a grievance, an employee may appear with an attorney as counsel or representative and/or may be accompanied by another employee from the same division. Such an employee shall be granted time off with pay and shall not be subject to reprisal.

Employees may be requested to appear as witnesses. Such employees shall be required to appear, shall be granted time off with pay, and shall not be subject to reprisal.

The names of employee witnesses must be provided to the Department Director in sufficient time to arrange for their appearance.

A grievance shall be considered resolved should the employee fail to comply with the prescribed time limits. Should the employer fail to comply with the prescribed time limits, the employee may continue the grievance to the next level.

Grievance procedure time limits may be extended upon mutual agreement between the employee and the employer. The request for extension and the response to such request shall be in writing.

ARTICLE XVII - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plans. Present and future benefits shall be accorded to the union. The City's general group insurance plan year runs from October 1 through September 30 of each year.

B. CAFETERIA PLAN

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

C. LIFE INSURANCE

The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$50,000 per employee.

The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

D. UNION BULLETIN BOARD

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and shall not be unreasonably withheld.

The total number of bulletin boards may not exceed the number of divisions the union represents as described in Article I, Section A.

E. UNIFORMS AND PROTECTIVE CLOTHING

1. The City will pay for one pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.
2. Upon submission of proof of purchase, the City will reimburse employees for the increased cost attributable to safety steel toe inserts in boots used on the job. The reimbursement shall not exceed Seven Dollars (\$7.00) per pair, nor more than two (2) pairs per year.

3. The City shall pay as uniform allowance the sum of Twelve Dollars (\$12.00) bi-weekly to full-time employees of the Fleet Services Division.
4. Employees in Public Work divisions other than the Fleet Services Division shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.

F. TOOL ALLOWANCE

Employees in the job classification of Fleet Services Mechanic shall be paid a tool allowance in the amount of Ten Dollars (\$10.00) bi-weekly. Said employees shall be required to have and maintain the tools required of the job classification.

ARTICLE XVIII - MANAGEMENT RIGHTS

1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and the Parks and Recreation Department, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:
 - a. Discipline or discharge for just cause, arising under this agreement or the City's Personnel Rules and Regulations, Section 3.01 as amended on April 13, 2011. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time.
 - b. Direct the work force.
 - c. Hire, assign, or transfer employees.
 - d. Determine the mission of the City.
 - e. Determine the methods, means, number of personnel needed to carry out the

City's mission.

- f. Introduce new or improved methods or facilities.
 - g. Change existing methods or facilities.
 - h. Lay off employees because of lack of work.
 - i. Contract out for goods or services.
- 4. This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.
 - 5. Any and all matters not specifically mentioned in this agreement are reserved to the City.
 - 6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The union agrees that it shall deal with the City only through the Mayor or his or her designated representative.
 - 7. The Union and its membership agree that it will not contract or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XIX - PAYROLL DEDUCTION OF UNION DUES

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XX - GENERAL PROVISIONS

1. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.
2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. An employee upon promotion, who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first thirty days after such promotion, shall have the right to opt back into the classification from which he or she was promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion. Any employee, who chooses not to opt out or is not demoted based upon the decision of the supervisor, will need to satisfy the remainder of the six month introductory period.
6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.
7. Employees shall abide by the residency requirements set out in the Personnel Rules and Regulations as amended on April 13, 2011; provided, such requirements shall not discriminate against members of this bargaining unit.

ARTICLE XXI - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.
2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XXII- DISCIPLINE AND APPEAL PROCEDURE

The employees of this bargaining unit shall be subject to discipline as set out in this agreement for just cause as set forth in the City of Grand Island Personnel Rules and Regulations, Section 3.01 as amended on April 13, 2011.

The following Appeal Procedure shall apply to the members of this bargaining unit:

Any employee who has satisfactorily completed his/her initial introductory period of employment with the City of Grand Island shall have the right to appeal a suspension or a discharge in accordance with the following procedure:

1. Discipline imposed by the Department Director may be appealed to the Mayor not later than five (5) working days following written notification of such discipline.
2. The Mayor shall hear such appeal and shall provide the employee with a written response not later than ten (10) working days following receipt of the appeal.
3. Should the employee be dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee may appeal to a mediator.
4. If an employee is dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee or the Union may request non-binding mediation. The employee or the Union must provide the Human Resources Director with a written request for mediation within fifteen (15) working days of receiving the Mayor's decision. A mediator shall be chose from the Federal Mediation and Conciliation Service. If either party is not satisfied with the results of non-binding mediation, then within fifteen (15) work days of receiving the results of the mediation, either party may take the grievance to the next step.
5. An employee may request arbitration if they are dissatisfied with the Mediator's response. The employee or the Union must provide the Human Resources Director with a written request for arbitration within fifteen (15) working days of receiving the Mayor's decision.
6. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days from receipt of the demand for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The employee requesting arbitration shall have the right to strike the first name and the City shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding

on the Union, the City of Grand Island, and on all bargaining unit employees.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense; provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.

6. The arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.
7. An employee shall have the right to process an appeal individually, by the Union, and/or by an Attorney at Law. If an employee elects not to use the Union or its attorney in the processing of an appeal, the decision of the arbitrator shall not set binding precedent on the Union.
8. Any time limits contained herein, or elsewhere in this Agreement, for the bringing of, or answering of discipline may be waived by mutual consent of the Union or the employee and the City.

ARTICLE XXIII - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, 2014
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after. February 1, 2014
4. Either party may reopen this agreement if the City does not adopt a budget statement and appropriation ordinance and salary ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties.

ARTICLE XXIV - SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

ARTICLE XXV - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXVI - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2011 through September 30, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES; Local No. 251**

By _____
Kevin Brown, President, Local 251

By _____
Mike Davis, Chief Steward, Local 251

**CITY OF GRAND ISLAND, NEBRASKA, A Municipal
Corporation,**

By _____
Jay Vavricek, Mayor

Attest _____
RaNae Edwards, City Clerk

EXHIBIT A

October 10, 2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Fleet Srv Mechanic 4005	Hourly	16,3826	16,8984	17,4306	17,9795	18,5467	19,1297	19,7321	20,3635	20,9945	21,6556	22,3376	23,0410	23,7686	24,5218
	Bi/Weekly	1,310.60	1,351.87	1,394.46	1,438.36	1,483.66	1,530.38	1,578.57	1,628.28	1,679.56	1,732.45	1,787.01	1,843.28	1,901.67	1,961.74
	Monthly	2,839.63	2,929.05	3,021.31	3,116.45	3,214.60	3,315.82	3,420.24	3,527.94	3,639.05	3,753.64	3,871.86	3,993.77	4,124.62	4,267.10
	Annual	34,075.60	35,148.62	36,255.70	37,397.36	38,575.16	39,789.88	41,042.82	42,336.28	43,668.56	45,043.70	46,462.26	47,925.28	49,444.18	50,985.24
Equipment Operator Streets - 4010	Hourly	14,3613	14,8134	15,2797	15,7606	16,2568	16,7685	17,2963	17,8408	18,4024	18,9817	19,5792	20,1955	20,8394	21,5043
	Bi/Weekly	1,148.90	1,185.07	1,222.38	1,260.85	1,300.54	1,341.46	1,383.70	1,427.26	1,472.19	1,518.54	1,566.34	1,615.64	1,666.58	1,719.14
	Monthly	2,489.28	2,567.85	2,648.49	2,731.84	2,817.84	2,906.54	2,998.02	3,092.40	3,189.75	3,290.17	3,393.74	3,500.55	3,615.26	3,687.54
	Annual	29,871.40	30,811.82	31,781.88	32,782.10	33,814.04	34,878.48	35,976.20	37,108.76	38,276.94	39,482.04	40,724.84	42,006.64	43,383.08	44,850.44
Ft Svc Inventory Clerk 4014	Hourly	13,6103	14,0393	14,4818	14,9382	15,4090	15,8947	16,3956	16,9124	17,4464	17,9953	18,5625	19,1475	19,7547	20,3948
	Bi/Weekly	1,088.82	1,123.14	1,158.54	1,195.06	1,232.72	1,271.58	1,311.65	1,352.99	1,395.63	1,439.62	1,485.00	1,531.80	1,580.18	1,630.12
	Monthly	2,359.11	2,433.47	2,510.17	2,589.30	2,670.89	2,755.09	2,841.91	2,931.48	3,023.87	3,119.18	3,217.50	3,318.90	3,368.89	3,427.62
	Annual	28,309.32	29,201.64	30,122.04	31,071.56	32,050.72	33,061.08	34,102.90	35,177.74	36,286.38	37,430.12	38,610.00	39,826.80	40,424.28	41,964.12
Horticulturist 4020	Hourly	15,1638	15,6439	16,1391	16,6501	17,1772	17,7210	18,2820	18,8608	19,4579	20,0739	20,7094	21,3650	22,0420	22,5063
	Bi/Weekly	1,213.10	1,251.51	1,291.13	1,332.01	1,374.18	1,417.68	1,462.56	1,508.86	1,556.63	1,605.91	1,656.75	1,709.20	1,763.44	1,800.50
	Monthly	2,628.38	2,711.81	2,797.45	2,886.02	2,977.39	3,071.84	3,168.88	3,269.20	3,372.70	3,479.47	3,589.63	3,703.27	3,758.82	3,801.08
	Annual	31,540.60	32,539.26	33,569.38	34,632.26	35,728.68	36,859.68	38,026.56	39,230.36	40,472.38	41,753.66	43,075.50	44,439.20	45,105.84	46,813.00
Maintenance Worker Cemetery - 4040	Hourly	14,2525	14,7023	15,1662	15,6449	16,1386	16,6479	17,1732	17,7152	18,2742	18,8509	19,4458	20,0595	20,6804	21,3110
	Bi/Weekly	1,140.20	1,176.18	1,213.30	1,251.59	1,291.09	1,331.83	1,373.86	1,417.22	1,461.94	1,508.07	1,555.66	1,604.76	1,628.83	1,690.48
	Monthly	2,470.40	2,548.39	2,628.82	2,711.78	2,797.36	2,885.63	2,976.70	3,070.64	3,167.54	3,267.49	3,370.60	3,476.98	3,529.13	3,662.71
	Annual	29,646.20	30,580.68	31,545.80	32,541.34	33,568.34	34,627.58	35,720.36	36,847.72	38,010.44	39,209.82	40,447.16	41,723.76	42,349.58	43,952.48
Maintenance Worker Streets - 4045	Hourly	13,8581	14,2953	14,7462	15,2114	15,6913	16,1862	16,6969	17,2236	17,7689	18,3274	18,9055	19,5019	20,1408	20,5436
	Bi/Weekly	1,108.65	1,143.62	1,179.70	1,216.91	1,255.30	1,294.90	1,335.75	1,377.89	1,421.35	1,466.19	1,512.44	1,560.15	1,583.55	1,643.49
	Monthly	2,402.08	2,477.84	2,556.02	2,636.64	2,719.82	2,805.82	2,894.13	2,985.43	3,079.59	3,176.75	3,276.95	3,380.33	3,431.03	3,560.90
	Annual	28,824.90	29,734.12	30,672.20	31,639.66	32,637.80	33,667.40	34,729.50	35,825.14	36,955.10	38,120.94	39,323.44	40,563.80	41,172.30	42,730.74
Maintenance Worker Parks - 4050 Water Park - 4051	Hourly	14,1574	14,6040	15,0666	15,5429	16,0343	16,5411	17,0640	17,6035	18,1600	18,7340	19,3263	19,9372	20,5604	21,0022
	Bi/Weekly	1,132.59	1,168.39	1,205.33	1,243.43	1,282.74	1,323.29	1,365.12	1,408.28	1,452.80	1,498.72	1,546.10	1,594.98	1,619.90	1,680.18
	Monthly	2,453.95	2,531.51	2,611.55	2,694.10	2,779.27	2,867.13	2,957.76	3,051.27	3,147.73	3,247.23	3,349.88	3,455.79	3,507.82	3,640.39
	Annual	29,447.34	30,378.14	31,338.58	32,329.18	33,351.24	34,405.64	35,493.12	36,615.28	37,772.80	38,966.72	40,198.60	41,469.48	42,091.40	43,684.68
Sr. Equipment Operator Streets - 4055	Hourly	15,7348	16,2319	16,7447	17,2737	17,8195	18,3825	18,9632	19,5623	20,1804	20,8179	21,4756	22,1541	22,4894	23,3375
	Bi/Weekly	1,258.78	1,298.55	1,339.58	1,381.90	1,425.56	1,470.60	1,517.06	1,564.98	1,614.43	1,665.43	1,718.05	1,772.33	1,798.91	1,867.00
	Monthly	2,727.36	2,813.53	2,902.42	2,994.12	3,088.71	3,186.30	3,286.96	3,390.79	3,497.93	3,608.43	3,722.44	3,840.05	3,897.84	4,046.17
	Annual	32,728.28	33,762.30	34,829.08	35,929.40	37,064.56	38,235.60	39,443.56	40,689.48	41,975.18	43,301.18	44,669.30	46,080.58	46,771.66	48,542.00
Sr. Maintenance Worker Streets - 4060	Hourly	15,7348	16,2319	16,7447	17,2737	17,8195	18,3825	18,9632	19,5623	20,1804	20,8179	21,4756	22,1541	22,4894	23,3375
	Bi/Weekly	1,258.78	1,298.55	1,339.58	1,381.90	1,425.56	1,470.60	1,517.06	1,564.98	1,614.43	1,665.43	1,718.05	1,772.33	1,798.91	1,867.00
	Monthly	2,727.36	2,813.53	2,902.42	2,994.12	3,088.71	3,186.30	3,286.96	3,390.79	3,497.93	3,608.43	3,722.44	3,840.05	3,897.84	4,046.17
	Annual	32,728.28	33,762.30	34,829.08	35,929.40	37,064.56	38,235.60	39,443.56	40,689.48	41,975.18	43,301.18	44,669.30	46,080.58	46,771.66	48,542.00
Traffic Signal Technician 4070	Hourly	15,7348	16,2319	16,7447	17,2737	17,8195	18,3825	18,9632	19,5623	20,1804	20,8179	21,4756	22,1541	22,4894	23,3375
	Bi/Weekly	1,258.78	1,298.55	1,339.58	1,381.90	1,425.56	1,470.60	1,517.06	1,564.98	1,614.43	1,665.43	1,718.05	1,772.33	1,798.91	1,867.00
	Monthly	2,727.36	2,813.53	2,902.42	2,994.12	3,088.71	3,186.30	3,286.96	3,390.79	3,497.93	3,608.43	3,722.44	3,840.05	3,897.84	4,046.17
	Annual	32,728.28	33,762.30	34,829.08	35,929.40	37,064.56	38,235.60	39,443.56	40,689.48	41,975.18	43,301.18	44,669.30	46,080.58	46,771.66	48,542.00

EXHIBIT B

October 8, 2012

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Fleet Srv Mechanic 4005	Hourly	16,628.2	17,151.9	17,692.1	18,240.2	18,823.9	19,416.6	20,028.1	20,668.8	21,309.4	22,072.7	23,366.6	23,737.4	24,152.8	24,635.9
	BiWeekly	1,330.26	1,372.15	1,415.37	1,459.94	1,505.91	1,553.33	1,602.54	1,652.70	1,704.75	1,758.43	1,813.82	1,869.99	1,927.22	1,970.87
	Monthly	2,882.23	2,972.99	3,066.64	3,163.20	3,262.81	3,365.55	3,471.54	3,580.85	3,692.93	3,809.93	4,063.68	4,114.48	4,186.48	4,270.22
	Annual	34,586.76	35,675.99	36,799.62	37,968.44	39,153.66	40,386.58	41,668.50	42,970.20	44,323.50	45,719.18	48,644.18	49,373.74	50,237.72	51,242.62
Equipment Operator Streets - 4010	Hourly	14,576.7	15,035.6	15,508.9	15,997.0	16,500.7	17,020.0	17,555.7	18,108.4	18,678.4	19,272.9	20,488.4	20,805.9	21,170.1	21,593.4
	BiWeekly	1,166.14	1,202.85	1,240.71	1,279.76	1,320.06	1,361.80	1,404.46	1,448.67	1,494.27	1,541.31	1,589.83	1,639.87	1,690.51	1,727.47
	Monthly	2,526.64	2,606.18	2,688.21	2,772.81	2,860.13	2,950.13	3,043.00	3,138.79	3,237.59	3,339.51	3,563.05	3,606.35	3,669.49	3,727.85
	Annual	30,319.64	31,274.10	32,258.46	33,273.76	34,321.56	35,401.80	36,515.96	37,665.42	38,851.02	40,074.06	42,636.62	43,276.22	44,033.86	44,914.22
Frt Svc Inventory Clerk 4014	Hourly	13,814.5	14,249.9	14,699.0	15,162.3	15,640.1	16,133.1	16,641.5	17,166.1	17,707.1	18,265.2	19,434.7	19,726.2	20,071.4	20,472.9
	BiWeekly	1,105.16	1,139.99	1,175.92	1,212.98	1,251.21	1,290.65	1,331.32	1,373.29	1,416.57	1,461.22	1,507.27	1,554.78	1,603.71	1,637.83
	Monthly	2,394.51	2,469.98	2,547.83	2,628.12	2,710.96	2,796.41	2,884.53	2,975.46	3,069.24	3,165.98	3,265.75	3,368.69	3,419.22	3,479.04
	Annual	28,734.16	29,639.74	30,573.92	31,537.48	32,531.46	33,556.80	34,614.32	35,705.54	36,830.82	37,991.72	39,189.02	40,424.28	41,748.46	42,583.58
Horticulturist 4020	Hourly	15,391.3	15,878.6	16,381.2	16,899.9	17,434.9	17,988.8	18,556.2	19,143.7	19,749.8	20,375.0	21,020.0	21,685.5	22,010.8	22,843.9
	BiWeekly	1,231.30	1,270.29	1,310.50	1,351.99	1,394.79	1,438.94	1,484.50	1,531.50	1,579.98	1,630.00	1,681.60	1,734.84	1,780.86	1,827.51
	Monthly	2,667.82	2,762.30	2,839.42	2,929.31	3,022.05	3,117.70	3,216.42	3,318.25	3,423.29	3,531.67	3,643.47	3,758.82	3,815.20	3,959.61
	Annual	32,013.80	33,027.54	34,073.00	35,151.74	36,264.54	37,412.44	38,597.00	39,819.00	41,079.48	42,380.00	43,721.60	45,105.84	46,583.68	47,515.26
Maintenance Worker Cemetery - 4040	Hourly	14,466.3	14,922.8	15,393.7	15,878.6	16,380.7	16,897.6	17,430.8	17,980.9	18,548.3	19,133.7	19,737.5	20,360.4	20,655.8	21,448.0
	BiWeekly	1,157.30	1,193.82	1,231.50	1,270.37	1,310.46	1,351.81	1,394.46	1,438.47	1,483.86	1,530.70	1,579.00	1,628.83	1,653.26	1,715.84
	Monthly	2,507.48	2,588.61	2,668.25	2,752.47	2,839.33	2,928.82	3,021.33	3,116.69	3,215.03	3,316.52	3,421.17	3,529.13	3,582.06	3,717.65
	Annual	30,089.80	31,039.32	32,019.00	33,029.62	34,071.96	35,147.06	36,255.96	37,400.22	38,580.36	39,798.20	41,054.00	42,349.58	42,984.76	44,611.84
Maintenance Worker Streets - 4045	Hourly	14,066.0	14,509.7	14,967.4	15,439.6	15,926.7	16,429.0	16,947.4	17,482.0	18,033.4	18,602.3	19,189.1	19,794.4	20,429.3	20,851.8
	BiWeekly	1,125.28	1,160.78	1,197.39	1,235.17	1,274.14	1,314.32	1,355.79	1,398.56	1,442.67	1,488.18	1,535.13	1,583.55	1,607.30	1,668.14
	Monthly	2,438.11	2,515.02	2,594.35	2,676.20	2,760.64	2,847.69	2,937.55	3,030.21	3,125.79	3,224.39	3,326.12	3,431.03	3,482.48	3,614.30
	Annual	29,257.28	30,180.28	31,132.14	32,114.42	33,127.64	34,172.32	35,250.54	36,362.56	37,509.42	38,692.68	39,913.38	41,172.30	41,789.80	43,371.64
Maintenance Worker Parks - 4050 Water Park - 4051	Hourly	14,368.8	14,824.0	15,292.6	15,776.0	16,274.8	16,789.2	17,320.0	17,867.6	18,432.4	19,015.0	20,236.3	20,539.8	20,890.3	21,317.2
	BiWeekly	1,149.58	1,185.92	1,223.41	1,262.08	1,301.98	1,343.14	1,385.60	1,429.41	1,474.59	1,521.20	1,569.30	1,618.90	1,643.18	1,671.94
	Monthly	2,490.76	2,569.40	2,650.72	2,734.51	2,820.96	2,910.14	3,002.13	3,097.06	3,194.95	3,295.93	3,400.15	3,507.62	3,622.54	3,694.99
	Annual	29,889.08	30,833.92	31,808.66	32,814.08	33,851.48	34,921.64	36,025.60	37,164.66	38,339.34	39,551.20	40,801.80	42,091.40	43,422.68	44,839.88
Sr. Equipment Operator Streets - 4055	Hourly	15,970.8	16,475.4	16,995.9	17,532.8	18,086.8	18,658.2	19,247.6	19,855.7	20,483.1	21,130.2	21,797.7	22,486.4	22,823.7	23,687.6
	BiWeekly	1,277.66	1,318.03	1,359.67	1,402.62	1,446.94	1,492.66	1,539.81	1,588.46	1,638.65	1,690.42	1,743.82	1,798.91	1,825.90	1,857.85
	Monthly	2,768.26	2,855.73	2,945.95	3,039.01	3,135.04	3,234.10	3,336.26	3,441.66	3,550.41	3,662.58	3,778.28	3,897.64	3,956.12	4,025.34
	Annual	33,219.16	34,268.78	35,351.42	36,468.12	37,620.44	38,809.16	40,035.06	41,299.96	42,604.90	43,950.92	45,339.32	46,771.66	47,473.40	49,270.26
Sr. Maintenance Worker Streets - 4060	Hourly	15,970.8	16,475.4	16,995.9	17,532.8	18,086.8	18,658.2	19,247.6	19,855.7	20,483.1	21,130.2	21,797.7	22,486.4	22,823.7	23,687.6
	BiWeekly	1,277.66	1,318.03	1,359.67	1,402.62	1,446.94	1,492.66	1,539.81	1,588.46	1,638.65	1,690.42	1,743.82	1,798.91	1,825.90	1,857.85
	Monthly	2,768.26	2,855.73	2,945.95	3,039.01	3,135.04	3,234.10	3,336.26	3,441.66	3,550.41	3,662.58	3,778.28	3,897.64	3,956.12	4,025.34
	Annual	33,219.16	34,268.78	35,351.42	36,468.12	37,620.44	38,809.16	40,035.06	41,299.96	42,604.90	43,950.92	45,339.32	46,771.66	47,473.40	49,270.26
Traffic Signal Technician 4070	Hourly	15,970.8	16,475.4	16,995.9	17,532.8	18,086.8	18,658.2	19,247.6	19,855.7	20,483.1	21,130.2	21,797.7	22,486.4	22,823.7	23,687.6
	BiWeekly	1,277.66	1,318.03	1,359.67	1,402.62	1,446.94	1,492.66	1,539.81	1,588.46	1,638.65	1,690.42	1,743.82	1,798.91	1,825.90	1,857.85
	Monthly	2,768.26	2,855.73	2,945.95	3,039.01	3,135.04	3,234.10	3,336.26	3,441.66	3,550.41	3,662.58	3,778.28	3,897.64	3,956.12	4,025.34
	Annual	33,219.16	34,268.78	35,351.42	36,468.12	37,620.44	38,809.16	40,035.06	41,299.96	42,604.90	43,950.92	45,339.32	46,771.66	47,473.40	49,270.26

EXHIBIT C

October 7, 2013

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	
Fleet Srv Mechanic 4005	Hourly	16,877.6	17,409.2	18,522.9	19,106.3	19,707.8	20,328.5	20,968.7	21,629.0	22,310.1	23,012.8	23,737.4	24,093.5	24,515.1	25,005.4	
	BiWeekly	1,350.21	1,392.74	1,436.80	1,481.83	1,528.50	1,576.82	1,627.50	1,730.32	1,784.81	1,841.02	1,896.99	1,927.48	1,961.21	2,000.43	
	Monthly	2,925.46	3,017.60	3,112.63	3,210.63	3,311.75	3,416.01	3,523.61	3,634.58	3,749.03	3,867.09	3,988.88	4,114.48	4,249.29	4,334.27	
	Annual	35,105.46	36,211.24	37,351.60	38,527.58	39,741.00	40,992.12	42,283.28	43,615.00	44,988.32	46,405.06	47,866.52	49,373.74	50,114.48	50,991.46	52,011.18
Equipment Operator Streets - 4010	Hourly	14,795.4	15,261.1	15,741.5	16,237.0	16,748.2	17,276.3	17,819.0	18,380.0	18,958.6	19,555.4	20,171.0	20,805.9	21,118.0	21,487.7	21,917.3
	BiWeekly	1,183.63	1,220.89	1,259.32	1,298.96	1,339.86	1,382.02	1,425.52	1,470.40	1,516.89	1,564.43	1,613.68	1,664.47	1,689.44	1,719.02	1,753.38
	Monthly	2,564.53	2,645.26	2,728.53	2,814.41	2,903.03	2,994.38	3,088.63	3,185.87	3,286.16	3,389.60	3,496.31	3,606.35	3,660.46	3,724.54	3,798.99
	Annual	30,774.38	31,743.14	32,742.32	33,772.96	34,836.36	35,932.52	37,063.52	38,230.40	39,433.94	40,675.18	41,955.68	43,276.22	43,925.44	44,894.52	45,887.88
Fit Svc Inventory Clerk 4014	Hourly	14,021.7	14,463.6	14,919.5	15,389.7	15,874.7	16,375.1	16,891.1	17,423.6	17,972.7	18,539.2	19,123.5	19,726.2	20,022.1	20,372.5	20,780.0
	BiWeekly	1,121.74	1,157.09	1,193.56	1,231.18	1,269.98	1,310.01	1,351.29	1,393.89	1,437.82	1,483.14	1,529.88	1,578.10	1,601.77	1,629.80	1,662.40
	Monthly	2,430.44	2,507.03	2,586.05	2,667.56	2,751.82	2,838.36	2,927.80	3,020.10	3,115.28	3,213.47	3,314.74	3,419.22	3,470.50	3,531.23	3,601.87
	Annual	29,165.24	30,084.34	31,032.56	32,010.68	33,019.48	34,060.26	35,133.54	36,241.14	37,383.32	38,561.64	39,776.88	41,030.60	41,646.02	42,374.80	43,222.40
Horticulturist 4020	Hourly	15,622.2	16,116.8	16,628.9	17,153.4	17,696.4	18,256.6	18,834.5	19,430.9	20,046.0	20,680.6	21,335.3	22,010.8	22,341.0	22,731.9	23,186.6
	BiWeekly	1,249.78	1,289.34	1,330.15	1,372.27	1,415.71	1,460.53	1,506.76	1,554.47	1,603.68	1,654.46	1,706.82	1,760.86	1,787.28	1,818.55	1,854.93
	Monthly	2,707.86	2,793.57	2,881.99	2,973.25	3,067.37	3,164.48	3,264.85	3,368.02	3,474.84	3,584.64	3,698.11	3,815.20	3,872.44	3,940.19	4,019.02
	Annual	32,494.28	33,522.84	34,583.90	35,679.02	36,808.46	37,973.78	39,175.76	40,416.22	41,695.68	43,015.70	44,377.32	45,782.36	46,469.28	47,282.30	48,228.18
Maintenance Worker Cemetery - 4040	Hourly	14,683.3	15,148.6	15,624.6	16,117.8	16,626.4	17,151.1	17,692.3	18,250.6	18,826.5	19,420.7	20,033.6	20,665.8	20,975.8	21,342.9	21,769.7
	BiWeekly	1,174.86	1,211.73	1,249.97	1,289.42	1,330.11	1,372.09	1,415.38	1,460.05	1,506.12	1,553.66	1,602.69	1,653.26	1,678.06	1,707.43	1,741.58
	Monthly	2,545.10	2,625.42	2,708.27	2,793.74	2,881.91	2,972.86	3,066.66	3,163.44	3,263.26	3,366.26	3,472.50	3,582.06	3,635.80	3,699.43	3,773.42
	Annual	30,541.16	31,504.98	32,499.22	33,524.92	34,582.86	35,674.34	36,799.88	37,961.30	39,159.12	40,395.16	41,669.94	42,984.76	43,629.56	44,393.18	45,281.08
Maintenance Worker Streets - 4045	Hourly	14,277.0	14,727.3	15,191.9	15,671.2	16,165.6	16,675.4	17,201.6	17,744.2	18,303.9	18,881.3	19,476.9	20,091.3	20,392.7	20,749.5	21,164.6
	BiWeekly	1,142.16	1,178.18	1,215.35	1,253.70	1,293.25	1,334.03	1,376.13	1,419.54	1,464.31	1,510.50	1,558.15	1,607.30	1,631.42	1,659.96	1,693.17
	Monthly	2,474.68	2,552.72	2,633.26	2,716.35	2,802.04	2,890.40	2,981.62	3,075.67	3,172.67	3,272.75	3,375.99	3,482.48	3,534.74	3,596.58	3,668.54
	Annual	29,696.16	30,632.68	31,599.10	32,596.20	33,624.50	34,684.78	35,779.38	36,908.04	38,072.06	39,273.00	40,511.90	41,789.80	42,416.92	43,158.96	44,022.42
Maintenance Worker Parks - 4050 Water Park - 4051	Hourly	14,585.3	15,046.4	15,522.0	16,012.6	16,518.9	17,041.0	17,579.8	18,136.6	18,708.9	19,300.2	19,910.4	20,539.8	20,847.9	21,212.8	21,637.0
	BiWeekly	1,168.82	1,203.71	1,241.76	1,281.01	1,321.51	1,363.28	1,406.38	1,450.85	1,496.71	1,544.02	1,592.83	1,643.18	1,667.83	1,697.02	1,730.96
	Monthly	2,528.11	2,608.04	2,690.48	2,775.52	2,863.27	2,953.77	3,047.16	3,143.51	3,242.87	3,346.38	3,451.13	3,560.22	3,613.63	3,676.88	3,750.41
	Annual	30,337.32	31,296.46	32,285.76	33,306.26	34,359.26	35,445.28	36,565.88	37,722.10	38,914.46	40,144.52	41,413.58	42,722.68	43,363.58	44,122.52	45,004.96
Sr. Equipment Operator Streets - 4055	Hourly	16,210.4	16,722.5	17,250.8	17,795.8	18,358.1	18,938.1	19,536.3	20,153.5	20,790.3	21,447.2	22,124.7	22,823.7	23,166.1	23,571.4	24,042.9
	BiWeekly	1,296.83	1,337.80	1,380.06	1,423.66	1,468.65	1,515.05	1,562.90	1,612.28	1,663.22	1,715.78	1,769.98	1,825.90	1,853.29	1,885.71	1,923.43
	Monthly	2,809.80	2,898.57	2,990.13	3,084.60	3,182.08	3,282.61	3,386.28	3,493.27	3,603.64	3,717.52	3,834.96	3,956.12	4,015.46	4,085.71	4,167.43
	Annual	33,717.58	34,782.80	35,881.56	37,015.16	38,184.90	39,391.30	40,635.40	41,919.28	43,243.72	44,610.28	46,019.48	47,473.40	48,185.54	49,028.46	50,009.18
Sr. Maintenance Worker Streets - 4060	Hourly	16,210.4	16,722.5	17,250.8	17,795.8	18,358.1	18,938.1	19,536.3	20,153.5	20,790.3	21,447.2	22,124.7	22,823.7	23,166.1	23,571.4	24,042.9
	BiWeekly	1,296.83	1,337.80	1,380.06	1,423.66	1,468.65	1,515.05	1,562.90	1,612.28	1,663.22	1,715.78	1,769.98	1,825.90	1,853.29	1,885.71	1,923.43
	Monthly	2,809.80	2,898.57	2,990.13	3,084.60	3,182.08	3,282.61	3,386.28	3,493.27	3,603.64	3,717.52	3,834.96	3,956.12	4,015.46	4,085.71	4,167.43
	Annual	33,717.58	34,782.80	35,881.56	37,015.16	38,184.90	39,391.30	40,635.40	41,919.28	43,243.72	44,610.28	46,019.48	47,473.40	48,185.54	49,028.46	50,009.18
Traffic Signal Technician 4070	Hourly	16,210.4	16,722.5	17,250.8	17,795.8	18,358.1	18,938.1	19,536.3	20,153.5	20,790.3	21,447.2	22,124.7	22,823.7	23,166.1	23,571.4	24,042.9
	BiWeekly	1,296.83	1,337.80	1,380.06	1,423.66	1,468.65	1,515.05	1,562.90	1,612.28	1,663.22	1,715.78	1,769.98	1,825.90	1,853.29	1,885.71	1,923.43
	Monthly	2,809.80	2,898.57	2,990.13	3,084.60	3,182.08	3,282.61	3,386.28	3,493.27	3,603.64	3,717.52	3,834.96	3,956.12	4,015.46	4,085.71	4,167.43
	Annual	33,717.58	34,782.80	35,881.56	37,015.16	38,184.90	39,391.30	40,635.40	41,919.28	43,243.72	44,610.28	46,019.48	47,473.40	48,185.54	49,028.46	50,009.18

RESOLUTION 2011-210

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers; and

WHEREAS, an employee group at the City of Grand Island is represented by the Associated Federal State County and Municipal Employees, Local 251 (AFSCME), and

WHEREAS, representatives of the City and AFSCME, Local 251 met to negotiate a labor agreement, and

WHEREAS, the contract specifies a salary adjustment of 1.5% in year two and a 1.5% salary adjustment in year three, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval,

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the Associated Federal State County and Municipal Employees, Local 251 (AFSCME) for the period of October 1, 2011 through September 30, 2014.

- -

Adopted by the City Council of the City of Grand Island, Nebraska, on August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
August 5, 2011	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item I4

**#2011-211 - Consideration of Approving the International
Association of Fire Fighters (IAFF) Labor Agreement**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 9, 2011

Subject: Approval of Labor Agreement between the City of Grand Island and IAFF, Local No. 647

Item #'s: I-4

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Firefighters, Firefighter/Paramedics, and Fire Captains employed in the Fire Department currently work under the conditions outlined in the labor agreement between the City of Grand Island and the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647. This group is more commonly referred to as the IAFF. The current contract will expire as of midnight September 30, 2011. The City's negotiating team and the IAFF's negotiating team met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract that would have a positive impact on the budget.

Discussion

The agreement being presented for Council approval is a one year contract. The majority of the changes to the agreement centered on language being updated to represent current practice or language that was outdated and needed removed. Some of the more notable changes include the following: language to define the use of the Kelly day system; increasing the maximum medical leave from 1687 to 1695 hours; language changes to track benefits in the "contract year"; language to define how vacation and medical leave time is debited; add language from the MOU between the City and the IAFF regarding the payout of medical leave from the last CIR case; change funeral leave to bereavement leave; increase holiday pay hours from 14.77 to 15 hours per holiday; and changing the premium paid for health insurance to the same rate as all other City employees which is currently 16% (currently, singles pay 7%, 2/4 pays 18% and families pay 20%).

A more notable change in this contract is how overtime will be calculated. Currently overtime is paid on a 14 day cycle. It will be paid as is allowed by federal law for hours

in excess of 212 in a 28 day cycle. All positions in this agreement will receive a 1.75% increase in October 2011.

As other changes were discussed based on budget issues within the City it was agreed that implementation to reclassify three Fire Captains and a reduction in force for other safety positions in the department would be delayed until the Council received the report from the public safety consultants that are currently being pursued. At that time the Council will be better able to formulate a decision based on the findings of the study.

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 labor agreement between the City of Grand Island and International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647, referred to as the IAFF.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and IAFF, Local No. 647.

LABOR AGREEMENT

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as the "City"), and Local No. 647, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") and amends and replaces in its entirety any previous contracts or offers between said parties. This agreement shall become effective October 1, 2011 for determining all wage and benefit issues and continue through September 30, 2012.

PURPOSE AND INTENT OF THE OFFER

The purpose of the City and the Union in entering this labor agreement is to promote harmonious relations between the employer and the Union; to establish an equitable and peaceful procedure for the resolution of differences; and to establish rates of pay, hours of work, and conditions of employment.

ARTICLE I UNION RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining representative for the positions of Firefighter EMT, Firefighter/Paramedic, Fire Captain, The positions of Fire Chief, and Fire Division Chief, are excluded.

ARTICLE II HOURS OF WORK

A. WORK DAY AND WORK WEEK

The City shall establish the workday, the work period, and work schedules as permitted by law.

B. CHANGES IN WORK SCHEDULE

All changes in the work day, period, or schedules, except in cases of emergency, shall be posted for all affected employees to see at least five (5) calendar days before the change is effective.

C. KELLY DAYS

We will operate under a Kelly day scheduling system. The Kelly day schedule will affect only the 28-day cycle in which the employee would normally be scheduled to work 240 hours. The schedule will be reduced by one 24 hour shift to reduce the scheduled work time to 216 hours in the 28-day cycle. Kelly days will be scheduled by department administration.

D. OVERTIME

Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. Where a position must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. When the City determines that utilization of present employees is more advantageous to the City than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work overtime without the approval of the chief administrative officer of the City.
6. Overtime work shall be authorized in advance, except in cases of emergency or Long Distance Transfers (LDTs) by the chief administrative officer of the City, or by a supervisor to whom this responsibility has been delegated.
7. All employees who are required to work overtime shall receive overtime compensation, in accordance with Article III.

ARTICLE III OVERTIME PAY

A. OVERTIME PAY

1. Hours Scheduled. Employees are currently scheduled to work either 96 or 120 hours in each 14-day pay period, for a total of 216 hours in each 28-day cycle. For payroll purposes, employees are paid for 108 hours in each 14-day pay period, regardless of the actual hours scheduled.
2. Hours Worked. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. For purposes of calculating overtime, hours worked shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.
3. Eligibility. Employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period. Overtime work shall be compensated at the rate of one and one-half (1 ½) times the number of hours worked in excess of the hours scheduled.

4. Recall. If an employee is called to duty during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half.

5. Unit of Pay. Overtime shall be accrued and compensated for in one-quarter (1/4) hour units.

ARTICLE IV HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

New Year's Day	Veteran's Day	Arbor Day
Memorial Day	Thanksgiving Day	
Independence Day	Day after Thanksgiving	
Labor Day	Christmas Day	

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. This holiday shall be observed simultaneously by all members of the bargaining unit on a date agreed upon by the Fire Chief and the Union President on an annual basis. The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. The contribution will be based on 15 hours of pay at a blended rate based on the top wage for all three positions divided by three.

B. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his or her last regularly scheduled day before the holiday and first regularly scheduled day after the holiday. Active Pay Status shall mean any pay status other than leave without pay or suspension without pay.

C. HOLIDAY PAY

1. Employees shall be paid 15 hours pay at their regular hourly rate for each of the ten holidays designated in paragraph "A" above, whether they worked the holiday or were off duty; this is in addition to their regular salary.

2. If an employee is not regularly scheduled to work on a holiday and is called out to work on the holiday, the employee shall be paid overtime in addition to the 15 hours pay as set forth above.

ARTICLE V VACATIONS

A. ELIGIBILITY

All full-time employees of the Fire Department are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall accrue vacation time during their new employee probationary/introductory period; however, they will not be entitled to take vacation until successfully completing probationary/introductory period. The employee will not receive any vacation benefits if the leave the employment of the City during the probationary/introductory period. Vacation leave shall be debited in half hour increments.

B. AMOUNT AUTHORIZED

Authorized leave shall be computed on the following basis:

1. Upon successfully completing the new employee probationary/introductory period, an employee will be eligible to take 56 hours of vacation time. The employee will accrue an additional 56 hours in the first year of continuous service. (4.3 hours to accrue bi-weekly).
2. 120 hours in the second through fifth years of continuous service (4.62 hours to accrue bi-weekly).
3. 141 hours in the sixth year of continuous service (5.42 hours to accrue bi-weekly).
4. 166 hours in the seventh through tenth years of continuous service (6.38 hours to accrue bi-weekly).
5. 181 hours in the eleventh through fifteenth years of continuous service (6.96 hours to accrue bi-weekly).
6. 208 hours in the sixteenth through the twentieth years of continuous service and thereafter (8.0 to accrue hours bi-weekly).
7. 240 hours in the twenty-first year of continuous service and thereafter.

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Fire Chief. While all employees are encouraged to take four consecutive shift days of vacation each year, when eligible, the City may grant shorter periods of two shift days or less. Each employee shall take a vacation of at least two consecutive shift days each year when eligible.

D. VACATION CARRY-OVER

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus 48 hours. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

E. VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.

Pay at separation shall be directed to the employee's VEBA except in the case of death. An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

F. SENIORITY FOR VACATION PLANNING

Vacation shall be granted on shift seniority. A vacation list shall be made up for the entire year. The senior employee shall have first pick of not more than four shift-days vacation time, during prime time. If an employee desires to split his or her vacation period, such employee must pick first choice and then wait until everyone has made a choice before getting second choice. If the employee is eligible for more than four shift days of vacation and wishes to take all accrued vacation at one time, employee must waive first choice and choose a period after everyone else has had one choice. If an employee becomes ill on vacation leave, such employee cannot take medical leave and then take that portion of vacation leave at another time.

No more than four (4) employees from the Fire Department can take vacation from one shift at the same time.

A second pick of not more than four consecutive days may be chosen by shift seniority after first picks have been selected, notwithstanding waiving first pick to take more than four days at one time.

ARTICLE VI MEDICAL LEAVE

A. AMOUNT AUTHORIZED

Medical leave shall be accrued by each employee at the rate of fourteen hours for each full calendar month of service. The amount accrued shall be prorated for any period of time an employee is not in an active pay status. An employee may accumulate medical leave to a maximum of 1695 hours. Medical leave shall be debited in half hour increments.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accrued before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, non-compensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical, optical or dental appointments. It may also be utilized for a maximum of one hundred twenty five (125) hours per contract year for illness of or injury to, a member of the immediate family residing in the employee's household. Medical leave shall be debited in half hour units.

For purposes of medical leave, "immediate family member" shall mean a child, spouse, parents, brother, sister and grandparents. "Child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis".

C. REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, the employee shall notify his or her supervisor as soon as possible. An employee must keep his or her immediate supervisor informed of the employee's condition. An employee may be required to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

D. FRAUDULENT USE

The Fire Chief may investigate any medical leave taken by an employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. NOTIFICATION

If an employee is absent for reasons that entitle the employee to use medical leave, the employee or a member of employee's household shall notify the supervisor on duty as soon as possible

prior to scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work the employee shall submit a leave form to his or her supervisor.

F. BEREAVEMENT LEAVE

Upon the death of a member of the employee's immediate family, an employee may utilize up to forty-eight (48) hours of bereavement leave per contract year with the approval in advance of the Fire Chief. An extended leave may be granted upon the Fire Chief's approval. Any extended leave shall be granted with pay if the employee has medical or vacation leave available. If no such leave is available, the extended leave shall be without pay. For purposes of bereavement leave, immediate family members shall be defined as parent, spouse, child, step-child, brother, sister, grandparent, grandchild, and in-laws.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

In addition to Article V, Section E, of this agreement, each employee upon retirement shall have a contribution made to their VEBA representing 38% of his or her accumulated medical leave not to exceed 1576 hours, the rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate.

For individuals named in the Memo of Understanding, dated May 5, 2009, such employees shall receive credit upon retirement from employment of 25% for the cash value of any hours in excess of 1,687 up to 2,880 hours. Such hours shall be paid as a contribution to their VEBA. The rate used for the contribution will be based on the employee's salary at the time of retirement.

H. FAMILY AND MEDICAL LEAVE ACT POLICY

This policy establishes the rights and obligations of the City of Grand Island and its employees with respect to leave necessary for medical care of employees and their families pursuant to the 1993 Family and Medical Leave Act, more commonly referred to as FMLA.

An employee must be employed by the City for at least 12 months (the 12 months need not be consecutive) to be eligible to receive leave under this policy. Additionally, the employee must have worked at least 1,250 hours in the year preceding the date the employee seeks to start the leave.

Eligible employees are entitled to take up to 12 weeks of unpaid leave during a 12 month period for the following purposes: childbirth, adoption or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition; or one's own serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. The City will observe a rolling 12-month period for purposes of tracking leave.

Employees requesting leave due to the birth, adoption, or placement of a foster child are required to provide written notice at least 30 days prior to the date that leave is anticipated to begin or as is possible if the event would occur earlier than anticipated.

Employees requesting family leave related to the serious health condition of themselves or a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for such leave, the beginning and ending dates, and the estimated time required. Failure to provide required certifications may result in the denial of the leave or request for leave on an intermittent basis.

When both spouses are employed by the City, they are jointly entitled to a combined total of 12 weeks of leave if the leave is for the birth, adoption, or placement of a foster child or to care for a parent with a serious health condition.

Each spouse is entitled to 12 weeks of leave if the leave is due to his or her own serious health condition or to care for a son, daughter, or spouse with a serious health condition.

An eligible employee that is taking FMLA leave is required to use all accrued medical leave before going on unpaid status. The employee may choose, but is not required, to use accrued vacation and personal leave prior to taking leave on unpaid status.

Benefits While on Leave - During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Finance Department prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and personal days.

Return to Duty – An employee who has taken leave for their own serious health condition, will be required to present certification of fitness for duty from a health care provider prior to returning to work. Failure to provide certification may cause denial of reinstatement.

Upon return to duty, an employee is entitled to restoration of the former position or an equivalent position with equivalent pay and benefits.

ARTICLE VII MILITARY LEAVE

The provisions relating to military training leave are as provided by section 55-160 Neb. Rev. Stat. 1943 et. seq., as amended. The City will follow provisions relating to military leave as provided by Nebraska Statutes. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for 2 additional pay periods, minus any hours that they are available to work during that period. Their health insurance benefits may remain in place at the same premium level for 3 additional calendar months at their request.

An employee will only be eligible to receive the additional Active Duty Leave one time during the course of a military action.

The City also recognizes and abides by the Family Military Leave Act as provided by Nebraska Statutes.

ARTICLE VIII COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, police, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which employee is a party, employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service. If an employee is called as a witness for the City during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours.

B. PROCEDURE

An employee who is called for witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court and, at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at court.

C. FEES

Fees received for jury service in a federal, state, county, police, or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, this requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds and any witness fees received from any other source shall be deposited with the City Finance Director if the employee is paid by the City for the time needed to testify.

D. ADMINISTRATIVE LEAVE

The Fire Chief may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals and activities directly related to his or her work.
- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.
- To investigate a disciplinary issue.

The Fire Chief may not grant administrative leave in excess of fifteen days. The Mayor must approve requests for leave in excess of fifteen days.

**ARTICLE IX
LEAVE WITHOUT PAY**

A. WHEN AUTHORIZED

The provisions relative to leave without pay shall be as follows:

Leave without pay may be granted to an employee for any good cause when it is in the interest of the department to do so. The employee's interests shall be considered when his or her record of employment shows the employee to be of more than average value and it is desirable to retain the employee even at some sacrifice. The chief administrative officer of the City may grant an employee leave without pay for a specified time not to exceed one month. This leave may be extended with approval of the chief administrative officer not to exceed one additional month. Any appointment made to a position vacated by an employee on leave without pay shall be governed by Civil Service Statutes.

B. CONDITIONS OF USE

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to the leave.
2. Vacation and medical leave credits and holiday pay shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
4. Leave without pay for more than thirty days during the probationary/introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete the probationary/introductory period upon return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.
6. A leave without pay shall not be allowed for an employee to work for another employer or for self employment.
7. A leave without pay may be granted to participate in union or legislative activities.
8. Employees must use leave banks prior to being on unpaid leave.

ARTICLE X TEMPORARY DISABILITY LEAVE

A WHEN AUTHORIZED

In the case of temporary disability of a firefighter received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve months from the date of injury or commencement of disability, except that if it is ascertained by the city that such temporary disability has become a disability as defined in this article, then the salary shall cease and he or she shall be entitled to the benefits for pensions in case of disability as provided in Neb. Rev. Stat. §16-1031, as revised.

B. APPLICATION OF WORKERS' COMPENSATION

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar

days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee must use medical leave for the initial seven days. If medical leave banks are not available other banks may be used. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six weeks or longer, the employee will be credited with any sick or vacation leave taken during the initial waiting period.

2. While on leave due to a temporary disability related to a workplace injury, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

The City of Grand Island will comply fully with the Worker's Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

C. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative of such party until after receiving consultation and advice of the employee and a signed waiver to that effect.

D. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following twelve months from the original date of injury or date that disability begins absent express approval of the chief administrative officer of the City. The chief administrative officer may grant an extension of this time not to exceed six (6) months.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.

E. LIGHT DUTY

A light duty policy will be maintained by the City to accommodate employees who have been injured in the workplace to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five day period between the date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

If the employee continues to work full duty after the date of injury, the five day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty time period expires.

**ARTICLE XI
GENERAL PROVISIONS CONCERNING LEAVE**

A. ABSENT WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and, unless there is a legitimate reason for the absence, shall be subject to disciplinary action, which may include dismissal.

B. AUTHORIZED LEAVE FORMS

For all leave except medical leave, a written request on the Authorized Leave Form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to the taking of the leave. Unless an absence is substantiated by a Leave Form approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

**ARTICLE XII
PAYROLL DEDUCTION OF UNION DUES**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular biweekly amounts specified therein from employee's pay for union dues. The effective date of such deduction shall be the

second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues were deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this article.

ARTICLE XIII POLICIES AND BENEFITS

A. DRUG-FREE WORKPLACE

The City of Grand Island is committed to providing a safe work environment. The City absolutely prohibits the distribution, manufacture, possession, sale, use, transfer, transport or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace or having any measurable amounts of alcohol or drugs such as those listed below in their system while at the workplace, on City premises, or in City vehicles. The standard cut-off limits are provided by the testing facility. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, designer drugs" etc.)
- Narcotics (heroin, morphine, etc.)
- Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within 10 days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee's expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- Opiates
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace.

B. POLITICAL ACTIVITY

All employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. Employees are urged to contact the Fire Chief to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

C. RESIDENCY

All employees, covered by this offer are required to reside within a thirty-five mile radius of the City of Grand Island. Employees who reside outside of this radius as of October 1, 2006 will not have to move into the required area. Those who do reside in the required area will not be allowed to move outside of the 35 mile radius. All newly hired employees shall have three months after completion of probationary/introductory period to comply with the residency requirements.

D. NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. No relative shall work within the same shift or station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation. For further clarification, supervisory positions in the chain of command are as follows: Fire Chief, Fire Division Chief, and Fire Captain.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. Notification shall remain confidential. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

E. OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from the Fire Chief as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

F. TUITION REIMBURSEMENT

Tuition reimbursement will be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties.

Qualification Process – the Fire Chief based on the following considerations will make the determination of whether a request qualifies for the Tuition Reimbursement Program:

- Is there budget authority?
- Is the course job related?
- Is there supervisor approval?
- Is the employee requesting reimbursement eligible for other assistance programs?

Approval Process – To receive tuition reimbursement, the employee must submit a “Tuition Request Form”, which contains the qualification information listed above, as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

A or B – 100%
C – 80%

The Fire Chief will include the request for reimbursement in the next payroll period. Annual tuition reimbursement will be limited as follows:

Less than two years of service:	\$600.00
Two to five years of service:	\$1,000.00
Over five years of service:	No limitations

G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,000 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Fire Chief will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Fire Chief with the approval of the City Administrator will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee’s average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

ARTICLE XIII PENSION RETIREMENT PLAN

The City agrees that the employees covered under this agreement are covered under the pension plan as provided by State Statutes, as amended.

ARTICLE XIV
RATES OF PAY FOR WORK PERFORMED

A. SURVEY

A survey was done of the following array of cities to determine current labor market salaries for work performed in the various job classifications covered by this agreement: Fremont, Nebraska; Norfolk, Nebraska; North Platte, Nebraska; Salina, Kansas; Rapid City, South Dakota; and Council Bluffs, Iowa. Using the midpoint of survey results, the Union and the City established a pay range for each class of work under this agreement based on the survey. .

B. 2011-2012 FISCAL YEAR

Rates of pay commencing on the first full pay period on or after October 1, 2011, for work performed in the classes Firefighter, Paramedic and Fire Captain under this agreement shall be increased by 1.75% and are attached as Exhibit "A".

C. FUTURE INCREASES IN PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

D. STEP PAY PLAN

1. Upon the effective date of this agreement employees will be considered for step increases using the following time schedule:

Step 1 Entry level;

Step 2 -9 Upon successful completion of twelve months of service in Step 1 of the job classification and each step thereafter;

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including probationary/introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately following such adjustment.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than salary table adjustments, an employee must receive a satisfactory evaluation. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in

writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees may be considered for more than a one-step increase when recommended by the Fire Chief and approved by the chief administrative officer.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

6. When an employee is asked to work out of class for more than five full consecutive shifts, they shall be temporarily appointed to the position and receive compensation in the class for which they are working at the beginning of the sixth day. They will be compensated at a level in the new pay range that guarantees at least a 3% increase.

7. The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Payroll Specialist so that it is brought to their attention for correction. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

8. **PROMOTIONS:** An employee who is promoted will be placed in the lowest step of his or her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in their new position, they may be reviewed by the Fire Chief for a step increase at this time.

9. **DEMOTIONS:** The pay of any employee who is demoted will be on the same step of the pay grade for the job classification to which the employee is being demoted.

10. **INTRODUCTORY PERIOD:** All employees shall serve an introductory period that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. ~~An employee's performance that does not meet required standards may be terminated~~ without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Fire Chief shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination, shall be forwarded to the Human Resources Department and Chief Administrative Officer for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. ~~An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.~~

A performance evaluation and change of status form that requests that they be removed from the introductory status will signify successful completion of the introductory period. The Fire Chief

may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he or she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

11. **REGULAR STATUS:** Once an employee successfully completes their introductory period, the employee is then appointed to regular status.

12. **CONVERSION FROM UNION TO NON-UNION POSITION:**

- a) Medical Leave: If an employee transfers to a non-union position and has the maximum medical leave accrued, then he/she will move to the maximum medical accrual in the new non-union position. If an employee has not reached the maximum medical accrual, then the conversion shall be prorated at a percentage of maximum accrual.
- b) Vacation Leave: The amount of hours in the employee's vacation bank will move with the employee to the non-union position. If the employee is over the vacation bank limit as outlined in the Personnel Rules & Regulations based upon years of service, the employee will not accrue further until he/she is below the allowed amount.

The rule would apply the same in an inverse situation.

ARTICLE XV EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City and the department. Every employee shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of

employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel union membership.

C. **DISCIPLINARY ACTION**

Disciplinary Action - Cause: cause for disciplinary action against any employee shall also include any cause so specified in the Personnel Rules or ordinances of the City of Grand Island and the rules and regulations of the City Civil Service Commission.

Disciplinary Action - Reprimand: The fire chief may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.

Disciplinary Action: It is agreed by the parties that all applicable provisions of the Grand Island City Code and the rules and regulations of the City Civil Service Commission are hereby made part of this agreement and by this reference made part hereof. An employee subject to disciplinary action may have a union representative, attorney, or other person present as the employee's representative during disciplinary proceedings as provided in the Civil Service ordinances and Personnel Rules of the City.

**ARTICLE XVI
GRIEVANCE PROCEDURE**

A. **PROCEDURE**

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the Union. Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance; the act or acts of commission or omission; the time and place of the act of commission or omission; the identity of the party or parties who claim to be aggrieved; the provisions of this agreement that are alleged to have been violated; and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance:

1. **First Step** - Any employee who believes that he or she has a justifiable grievance shall discuss the request or complaint within seven (7) calendar days with the Union Grievance

Committee. If the Committee determines that no grievance exists, then no further action is necessary.

2. Second Step - If the Committee determines that a grievance does exist, the Committee shall present the grievance, in writing, to the fire chief within ten (10) calendar days. The Fire Chief shall consider the grievance and notify the employee in writing within ten (10) calendar days after receipt of the grievance.

3. Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the mayor of the City or the mayor's designated representative within ten (10) calendar days after the decision of the Fire Chief. The mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.

4. Fourth Step - If the grievance is not settled to the satisfaction of the employee, he or she may appeal, within thirty (30) calendar days after receipt of the City's decision, to a court of competent jurisdiction.

The grievant shall be granted, if requested, up to two (2) shift days leave without pay to prepare the petition. The grievant shall be granted, if requested, up to two (2) shift days leave without pay to present the case in court.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

B. GENERAL CONDITIONS

An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance.

The time limits provided in this article shall be strictly construed. Unless an extension is agreed to by both parties, failure to comply with the deadlines set forth above shall result in the grievance being conceded by the offending party.

ARTICLE XVII OTHER BENEFITS

A. INSURANCE

The City agrees to provide medical and dental insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution

level as provided to other City employees under the City's general group insurance plan. Present and future benefits provided under the general group insurance plan shall be accorded the Union as modified. The City agrees to provide life insurance benefits, following the City's current plan.

B. DISCONTINUANCE OF INSURANCE

1. Unless covered under the FMLA policy, an employee who is on a leave of absence without pay will be removed from coverage under the City's medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his or her return.

2. The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, the employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and employee's premium, if any, during this period.

C. UNION BULLETIN BOARD

The City agrees to provide space for the union to erect one bulletin board in each fire station for the posting of notices pertinent to the good and welfare of the union.

D. UNIFORM ALLOWANCE

All uniformed employees will be paid \$40.33 per month for clothing and uniform allowance, which shall be in addition to the regular salary to which such employees are entitled. Said clothing allowance shall be paid by adding \$20.16 to the employees' paychecks twice per month.

The City will provide to all new hires upon completion of training, bunker gear which will consist of a coat, pants, suspenders, two pairs of gloves, two hoods, and one pair of boots chosen by the Fire Chief. All current employees will receive new bunker as is necessary to rotate out as determined by the Chief.

All new hires will be eligible for a 0% interest loan to acquire uniforms for an amount not to exceed \$500. The City will hold their monthly uniform allowance until the loan is paid in full. The employee will be asked to sign a promissory note to repay the City for the advancement of the uniform allowance.

If any such employee shall resign his or her employment, or be terminated for any reason whatsoever, he or she shall be paid clothing allowance on a pro rata basis, but no allowance shall be made for a fraction of a month. Bunker gear paid for by the City shall remain the property of the City.

E. **SAFETY COMMITTEE**

In the interest of safety for members of the bargaining unit, a safety committee is established. Said committee shall consist of five members: a City safety representative and four union representatives, one from each fire station. At least one firefighter, one paramedic and one fire captain shall be among the union representatives. The final or prime responsibility of the safety program lies with the Fire Chief.

The safety committee will meet at least every 60 days to review safety programs and to discuss safety programs and equipment in general. Life and health safety concerns, essential equipment, and/or apparatus deficiencies will be noted and addressed in a timely manner. Copies of the minutes will be forwarded to the Fire Chief and the Union President.

F. **INFECTIOUS DISEASE EXPOSURE: TESTING AND TREATMENT**

The City agrees to provide tetanus boosters, hepatitis A, hepatitis B, and meningitis vaccinations, and tuberculosis testing and necessary follow-through without cost to the employee. The City agrees to pay for a baseline test for hepatitis C and follow-up treatment for documented exposure to infectious conditions acquired while on the job.

G. **EXCHANGING WORK DAYS**

Employees may be allowed to exchange workdays or work in place of an employee regularly scheduled for that day provided the exchange does not result in overtime for either employee. Requests for such an exchange must be submitted in writing not less than three (3) calendar days, if possible, prior to the proposed date of exchange and receive the approval of the fire chief.

H. **INSURANCE COMMITTEE**

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health, medical, and dental insurance. IAFF representation will be included on this committee.

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance and dependent care.

**ARTICLE XVIII
MANAGEMENT RIGHTS**

A. **COLLECTIVE BARGAINING**

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees; provided, that the City, acting through its

chief administrative officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. RESERVED RIGHTS

Except where limited by express provisions elsewhere in this offer, nothing in the offer shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska, and City ordinances. These rights, powers, and authority include, but are not limited to the following:

1. Discipline or discharge for just cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign, or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

**ARTICLE XIX
GENERAL PROVISIONS**

A. SCOPE OF NEGOTIATIONS

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

B. MATTERS NOT SPECIFICALLY MENTIONED

Any and all matters not specifically mentioned in this offer are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings during the life of this offer.

C. CHIEF ADMINISTRATIVE OFFICER

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The union agrees that it shall deal with City only through the chief administrative officer of the City or designated representative.

D. UNION MEETINGS

Union meetings shall be held at a location other than the City's fire stations.

E. UNION CREDENTIALS

No representative of the Local 647 Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the chief administrative officer of the City, or the Fire Chief, and obtaining permission.

F. UNION SOLICITATION

The union agrees that it or its members will not solicit membership in the union or otherwise carry on union activities during working hours or on City property.

G. DISCRIMINATION

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

H. UNION INTERFERENCE

The City and the union agree not to interfere with the right of employees to become or not to become members of the union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

I. PAY STEP UPON DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he or she has been promoted may be demoted to the classification from which promoted. Such employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

J. PHYSICAL FITNESS PROGRAM

The City maintains the right to test for fitness for duty.

K. FIRE CHIEF

All references herein to the Fire Chief shall mean the head of the department of the City of Grand Island to which the employees covered under this agreement are assigned. The term "Fire Chief" shall include any duly authorized representative acting on behalf of the Fire Chief in accordance with the rules and regulations of the City.

**ARTICLE XX
STRIKES AND LOCKOUTS**

A. STRIKES

Neither the union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The union shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without union authorization, the union shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this article without union sanction may be summarily discharged or disciplined by the City.

B. LOCKOUTS

The City will not lock out any employee during the term of the offer as a result of a labor dispute with the union.

**ARTICLE XXI
DURATION OF OFFER**

A. EXPIRATION

All of the terms, rights, obligations, benefits, and conditions of this offer will expire on September 30, 2012.

B. TERM

This labor agreement shall commence upon ratification by both parties and shall be retroactive to October 1, 2011 and shall continue in full force and effect until Midnight, September 30, 2012. If

a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the offer shall continue in full force and effect unless modified in accordance with the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision.

CIR WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2011 through September 30, 2012.

ARTICLE XXIII SEVERABILITY

If any of the provisions of this offer are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this offer shall remain in full force and effect for the duration of this offer.

ARTICLE XXIII SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

This constitutes the complete agreement concerning all proper subjects of collective bargaining for the duration of the labor agreement period and supersedes all previous agreements. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Offer has been extended and will be implemented in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Offer shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**CITY OF GRAND ISLAND, NEBRASKA, A
Municipal Corporation,**

By _____
Jay Vavricek, Mayor

Attest _____
RaNae Edwards, City Clerk

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, LOCAL 647

President, Scott Kuehl

IAFF
October 10, 2011

Exhibit A

Firefighter/EMT		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
5005	Hourly	12.6022	13.2028	13.8319	14.4910	15.1816	15.9049	16.6628	17.4568	18.2885
	BiWeekly	1,361.04	1,425.90	1,493.85	1,565.03	1,639.61	1,717.73	1,799.58	1,885.33	1,975.16
	Monthly	2,948.92	3,089.45	3,236.68	3,390.90	3,552.49	3,721.75	3,899.09	4,084.88	4,279.51
	Annual	35,387.04	37,073.40	38,840.10	40,690.78	42,629.86	44,660.98	46,789.08	49,018.58	51,354.16

Firefighter/Para		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
5010	Hourly	14.0702	14.6907	15.3386	16.0150	16.7212	17.4586	18.2285	19.0324	19.8718
	BiWeekly	1,519.58	1,586.60	1,656.57	1,729.62	1,805.89	1,885.53	1,968.68	2,055.50	2,146.15
	Monthly	3,292.42	3,437.63	3,589.24	3,747.51	3,912.76	4,085.32	4,265.47	4,453.58	4,649.99
	Annual	39,509.08	41,251.60	43,070.82	44,970.12	46,953.14	49,023.78	51,185.68	53,443.00	55,799.90

Fire Captain		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
5015	Hourly	16.9624	17.6698	18.4066	19.1741	19.9736	20.8066	21.6741	22.5779	23.5195
	BiWeekly	1,831.94	1,908.34	1,987.91	2,070.80	2,157.15	2,247.11	2,340.80	2,438.41	2,540.11
	Monthly	3,969.20	4,134.74	4,307.14	4,486.73	4,673.83	4,868.74	5,071.73	5,283.22	5,503.57
	Annual	47,630.44	49,616.84	51,685.66	53,840.80	56,085.90	58,424.86	60,860.80	63,398.66	66,042.86

RESOLUTION 2011

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers; and

WHEREAS, an employee group at the City of Grand Island is represented by the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF) and

WHEREAS, representatives of the City and the IAFF, Local No. 647 met to negotiate a labor agreement, and

WHEREAS, the contract specifies a salary adjustment of 1.75%, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval,

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF) for the period of October 1, 2011 through September 30, 2012.

- -

Adopted by the City Council of the City of Grand Island, Nebraska, on August 9, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/> _____
August 5, 2011	<input checked="" type="checkbox"/> City Attorney



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of July 27, 2011 through August 9, 2011

The Claims for the period of July 27, 2011 through August 9, 2011 for a total amount of \$2,020,783.60. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item X1

Update Concerning Union Negotiations

The City Council may vote to go into Executive Session as required by State law to discuss AFSCME, IAFF, IBEW (Utilities) (Finance) (WWTP) and (Service/Clerical) Union Negotiations for the protection of the public interest.

Staff Contact: Brenda Sutherland



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item X2

Discussion Concerning Possible Litigation

The City Council may vote to go into Executive Session as required by State law to discuss possible litigation for the protection of the public interest.

Staff Contact: Mary Lou Brown