
City of Grand Island



Tuesday, September 13, 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 - Pastor John Hayes, Grace Baptist Church, 1115 South Vine 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, September 13, 2011

Council Session

Item D1

#2011-BE-2 - Consideration of Determining Benefits for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: September 13, 2011

Subject: Determining Benefits for Business Improvement District No. 4, South Locust Street from Stolley Park Road to Fonner Park Road and Approving the Assessments

Item #'s: D-1 & F-3

Presenter(s): Mary Lou Brown, Finance Director

Background

In July 2002, the City Council adopted Ordinance No. 8751 creating Business Improvement District No. 4, South Locust Street, Stolley Park Road to Fonner Park Road. The 2011-2012 Budget, as approved by Council, provides for special assessments in the amount of \$5.65 per front footage for a total of \$27,966.14 for the 4,949 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 4 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Business Improvement District No. 4 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

RESOLUTION 2011-BE-2

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 4, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$27,966.14; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 4, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Westerby/Michael J & Mandy	Janisch Sub Pt Lt 1	677.77
McDermott/Niels C	Brownell Sub XC .0051 Ac To ROW Lt 1 XC E 10'	282.39
Wiltgen Corp II	Kirkpatrick Sub Lt 5	398.61
Wiltgen Corp II	Kirkpatrick Sub Lt 6	392.62
Giomaha LLC	Labelindo Second Sub Pt Lt 1 XC 18.3 Ft To City	1,579.63
Zana/James Scott	R & R Sub Pt Lt 1	795.07
Casey's Retail Co	Pleasant Home Sub XC City E 1/2 Of S 1/2 Blk 9	793.15
Locust Street LLC	Pleasant Home Sub XC City Blk 16	1,579.46
Oberg/Danny K	Roepke Sub Pt Lt 2 & Pt Lt 1	872.02
Oberg/Danny K	Roepke Second Sub Pt Lt 1	257.08
Edwards Building Corp	Fonner Sub Lt 1 XC City	847.16
Grand Island Associates LLC	Fonner Fourth Sub Lt 1	2,768.22
5500 L Street Properties Co	Fonner Second Sub XC City Lt 5	1,129.21
5500 L Street Properties Co	Fonner Second Sub XC City Lt 6	2,260.85
Three Circle Irrigation Inc	Fonner Third Sub Pt Lt 1 & Pt Lt 3	1,920.04
Edwards Building Corp	Fonner Third Sub Replatted Pt Lt 3	791.00
Staab/Kenneth W & Rose Mary	Miscellaneous Tracts 21-11-9 XC To City 52' X 257' Pt SE 1/4 SE 1/4	293.69
Staab PH Units LLC	Miscellaneous Tracts 21-11-9 Pt SE 1/4 SE 1/4 .20 Ac To City .817 Ac	763.26
Reilly/Michael J & Carey M	JNW Sub Lt 1	870.10
Edwards Building Corp	JNW Second Sub Lt 1	936.94
Sax Pizza Of America Inc	Sax's Second Sub Lt 2	610.71
Braddy/Cindy	Miscellaneous Tracts XC To City 21-11-9 Pt SE 1/4 SE 1/4 .78 Ac	764.28
Arec 7, LLC	Miscellaneous Tracts 21-11-9 XC City Pt SE 1/4 SE 1/4 1.17 Ac	1,129.89
Sax Pizza Of America Inc	Sax's Second Sub Lt 1	704.50
Goodwill Indust Of Greater Nebr	Goodwill Sixth Sub Lt 2	1,040.96

RESOLUTION 2011-BE-2

Hall County Livestock Improvement Assn	Miscellaneous Tracts 22-11-9 To The City Of Grand Island Pt SW 1/4 SW 1/4 & Pt NW 1/4 SW 1/4 XC .15 A City & 1.03 Ac Fonner Rd Xc .05 Ac City Xc .98 Ac City 23.97 Ac	1,872.64
BYCO Real Estate LLC	R & R Sub Pt Lt 2	787.33
Preferred Enterprises LLC	Fonner Fourth Sub To City Row Pt Lt 2	847.56
Total Amount		27,966.14

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item D2

#2011-BE-3 - Consideration of Determining Benefits for Business Improvement District #6, Second Street

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: September 13, 2011

Subject: Determining Benefits for Business Improvement District No. 6, Second Street and Approving the Assessments

Item #'s: D-2 & F-4

Presenter(s): Mary Lou Brown, Finance Director

Background

On August 26, 2008, the City Council adopted Resolution 2008-220, creating Business Improvement District No. 6, Second Street. The 2011-2012 Budget provides for special assessments in the amount of \$2.00 per front footage for a total of \$14,288.66 for the 7,144 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the amendment to the benefits of Business Improvement District No. 6 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Business Improvement District No. 6 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

RESOLUTION 2011-BE-3

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 6, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$14,288.66; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 6, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Library Board Of Grand Island	Arnold & Abbott's Add To The City Of Grand Island All Lts 1-2-3-4 & Pt Lts 5-6-7-8 Blk 17 & Pt Vacated Washington St	-
Millennium Management Group	Arnold & Abbott's Add Lt 5 Xc State Blk 18	133.46
J.J.A. Holdings LLC	Arnold & Abbott's Add Lts 6-7-8 Xc State Blk 18	395.92
JBWS Property Group LLC	Arnold & Abbott's Add Lt 2 XC State Row Blk 20 (Comp Railroad Add)	132.68
GIPH Restaurants LLC	Arnold & Abbott's Add E 60' Lt 3 XC State Row Blk 20 (Comp Fr Lt 4 Co Sub 16-11-9)	119.04
GIPH Restaurants LLC	Arnold & Abbott's Add W 6' Lt 3 & All Lt 4 XC State Row Blk 20 (Comp Fr Lt 4 Co Sub 16-11-9)	145.46
1203 Partnership	Arnold Place Lt 1 XC State Row & All 2 Blk 3	263.68
Grand Island Womans Club Inc	Arnold Place Add To The City Of Grand Island Lts 1 & 2 XC State Blk 4	-
Apfel Funeral Home Inc	Arnold Place Lts 3-4 XC State & All Lt 5 & W 1/3 Lt 6 Blk 4	264.20
McMahon/Brian J & Lori A	Baker's Add Pt W 1/2 Lt 7 & Pt Lt 6 Blk 10	162.30
Watkins/David H & Marilyn E	Baker's Add Pt E 1/2 Lt 7 Blk 10	50.22
Watkins/David H & Marilyn E	Baker's Add Pt Lt 8 Blk 10	105.12
Watkins/David H & Marilyn E	Baker's Add Pt Lt 9 Blk 10	102.96
Hogeland/Andy A	Baker's Add N 128.84' Lt 10 Blk 10	108.40
RSI Inc	Baker's Add Lts 1-2-3-4-5-8-9-10 & E 1/2 Lt 7 & 8' Strip Adj S XC State Blk 11	366.62
Elm Real Estate L C	Baker's Add Lt 6 & W 1/2 Lt 7 XC State Blk 11	161.28
Victoria Land Partners LP	Baker's Add Lts 5-6-7-8-9 XC State Blk 12	528.26
Thepmontri/Meme	Baker's Add N 90.5' Lt 1 XC State Blk 14	108.08
Royle/Tina M	Baker's Add Lt 2 XC State Blk 14	103.94
Samson Trustee/Kelly	Baker's Add Lt 3 XC State Blk 14	103.82
J & B Rentals LLC	Baker's Add Lt 4 XC State Blk 14	102.96

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Shuman/Rebecca R	Baker's Add N 1/2 Lt 5 XC State Blk 14	108.40
Sinclair Marketing Inc A Del Corp	Baker's Add Lts 1-2-3 Blk 15 Ex State	315.30
Clark/Robert V & Bonnie	Baker's Add Lt 4 XC State Blk 15	102.96
Daffodil LLC	Baker's Add Lt 5 XC State Blk 15	108.40
Daffodil LLC	Baker's Add Lts 1-2-3-4-5 XC City Blk 16	526.84
Woodward/Craig O	Baker's Add Lts 1 & 2 Blk 17	211.54
Woodward/Craig O	Baker's Add Lt 3 Blk 17	103.94
Leaman/Michael & Ralisa	Baker's Add Lts 4 & 5 Blk 17	211.66
Hardware Land Co Of G I Ltd	Kernohan & Decker's Add All Blk 5 & E 40' Vac Harrison St & Vac Alley	-
Escobar/Dilma E	Kernohan & Decker's Add Lt 4 & Pt Vac Alley Blk 6	-
Escobar/Dilma E	Kernohan & Decker's Add Lt 5 & Pt Vac Alley Blk 6	-
Albright/Cleo E	Kernohan & Decker's Add W 20' Of Lt 6 & All Lt 5 XC State Row Blk 10	172.00
Casey's Retail Co	Kernohan & Decker's Add All Lts 7 & 8 & E 46' Of Lt 6 XC State ROW B~Lk 10 (Comp Pt Lts 7 & 8 Blk 4 Spaulding & Gregg's)~	356.12
Grand Island Properties	Kernohan & Decker's Add N 1/2 Of Lt 1 & All Lts 2, 3, 4, 5, 6, & 7 & Pt Vac Alley & Pt Vac St XC S 10' To City Blk 11	474.24
Folsom/John D & Sallie S	Kernohan & Decker's Add Lt 8 XC Row Blk 11	131.68
Grand Island Properties	Kernohan & Decker's Add Xc City All Blk 12 & W 40' Of Vac Mo XC State	608.96
Nasan LLC	Kernohan & Decker's Add All Lts 1-2-3-4 & Pt Lts 5-6 & 7 & Pt Vac Alley Blk 13	394.94
Five Points Bank	Kernohan & Decker's Add Pt Lt 8 Pt Vac Alley Blk 13	132.30
Johnson/Merleen	Kernohan & Decker's Add W 26' Lt 7 & E 33' Lt 6 Ex State Blk 14	118.00
Real Estate Group Of Grand Island	Kernohan & Decker's Add W 33' Lt 6 Blk 14 Xc State (Comp Blk 51 Packer & Barr's Second Add)	66.88
Johnson/Merleen	Kernohan & Decker's Add Lt 8 & E 40' Lt 7 XC State Row Blk 14	210.28
O'Conner Residential LLC	Kernohan & Decker's Add Fr Lts 1-2-3-4-7 & 8 XC State ROW Blk 15 & Vac Alley (Comp Charles Wasmer's Add Fr Lts 2 Thru 4 & Lts 6 Thru 10 Blk 2 & Vac Alley)	526.14
Autozone Development Corp	Autozone Sub Lt 1 XC ROW	319.34
Video Kingdom Of Grand Island Inc	Autozone Sub Lt 2 XC State ROW	208.66
Walgreen Co An Illinois Corp	Kernohan & Decker's Add Lts 1 & 2 & E 10' Of Lt 3 & Pt Vac St XC State Blk 17	364.00
Walgreen Co An Illinois Corp	Kernohan & Decker's Add Lt 4 XC City & W 56' Lt 3 XC State Blk 17	245.32
Beckman/Dale F & Karleen K	Kernohan & Decker's Add Lt 5 Blk 17	-
Nebr Dist Council Of Assemblies Of	Kernohan & Decker's Add Pt E 2/3 Lt 1 Blk 18	86.98

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Nebr Dist Council Of Assemblies Of	Kernohan & Decker's Add Pt Of Pt W 1/3 Of Lt 1 & Pt E 1/3 Of Lt 2 Blk 18	88.00
Walgreen Co An Illinois Corp	Kernohan & Decker's Add W 2/3 Lt 2 & All Lts 3 & 4 & Pt Vac St XC State Blk 18	432.00
Evans/Randy L	Kernohan & Decker's Add Fr Lts 3 & 4 XC State Row Blk 19 (Comp Blk 7 Spaulding & Gregg's Add & Comp Blk 19 Palmer's Sub)	264.42
Mues/Joan A	Koenig & Wiebe's Add E 16' Fr Lt 7 & All Lt 8 Blk 120 (Comp Railroad Add)	-
Real Estate Group Of Grand Island	Packer & Barr's Second Add Lt 5 Blk 51 XC State (Comp Blk 14 Kernohan & Decker'S Add)_	131.48
State Of NE Hdq State Patrol &	Packer & Barr's Second Add To The City Of Grand Island Lts 5 & 6 Blk 52 (Comp Baker'S Add)	-
State Of Nebr	Packer & Barr's Second Add To The City Of Grand Island Lts 7 & 8 Blk 52	-
Schaffer/David L & Frances F	Railroad Add Lt 5 Blk 114	133.46
Story/Mary	Railroad Add Lt 6 Blk 114	131.56
Wanek/Bonna Barton	Railroad Add Lt 8 Blk 114	131.72
High Road LLC	Railroad Add Lt 1 Blk 115	131.72
Orozco/Rafael B & Rita	Railroad Add Lt 2 Blk 115	132.48
Orozco/Rafael & Rita C	Railroad Add Lt 3 Blk 115	131.72
Raile Properties, L.L.C.	Railroad Add Lt 4 Blk 115	130.74
Raile Properties, L.L.C.	Railroad Add Lts 1 & 2 Blk 117	264.20
Puncochar/Harlan R	Railroad Add E 1/2 Lt 3 Blk 117	64.18
C & A Properties LLC	Railroad Add W 1/2 Lt 3 Blk 117	67.54
Durham/Roberta K & Steven G	Railroad Add Lt 4 Blk 117	131.50
Fowle/Larry W	Railroad Add N 49.5' Lt 5 Blk 117	-
Hernandez/Mirna Y Martinez	Railroad Add S 82.5' Lt 5 Blk 117	-
Overland National Bank	Railroad Add Lt 5 XC State & All Lts 6-7-8 Blk 118	529.12
JBWS Property Group LLC	Railroad Add Lt 1 Blk 120	110.44
City Of Grand Island	Spaulding & Gregg's Add To The City Of Grand Island Pt Lts 5-6-7-Fr 8 & Pt Vac Alley & W 1/2 Vac St Blk 2 (Comp Arnold Place Pt Fr Lt 8 Blk 2)	-
Degen Co A Partnership	Spaulding & Gregg's Add Lts 5-6-7 XC State Row Blk 3	395.92
GI Family Radio Enterprises LLC	Spaulding & Gregg's Add Lt 8 XC State Row Blk 3	133.46
1219 LLC	Spaulding & Gregg's Add Lts 3 & 4 XC State Row Blk 5 (Comp Arnold Place)	264.70
McDonald's Corp	Spaulding & Gregg's Add Lts 1-2-3-4 Blk 6 XC State Row	528.40
Evans/Randy L & Cynthia S	Spaulding & Gregg's Add Lts 1 & 2 XC State Row Blk 7	263.98
Wanek/Bonna Barton	Railroad Add S 88' Lot 7 Blk 114	132.64
Total Amount		14,288.66

RESOLUTION 2011-BE-3

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item D3

#2011-BE-4 - Consideration of Determining Benefits for Business Improvement District #7, South Locust from Stolley Park Road to Highway 34

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: September 13, 2011

Subject: Determining Benefits for Business Improvement District No. 7, South Locust Street, Hwy 34 to Stolley Park Road and Approving the Assessments

Item #'s: D-3 & F-5

Presenter(s): Mary Lou Brown, Finance Director

Background

On August 26, 2008, the City Council adopted Ordinance No. 9189 creating Business Improvement District No. 7, South Locust Street, Hwy 34 to Stolley Park Road. The 2011-2012 Budget, as approved by Council, provides for special assessments in the amount of \$6.00 per front footage for a total of \$58,882.38 for the 9,814 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 7 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Business Improvement District No. 7 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

RESOLUTION 2011-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 7, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$58,882.38; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 7, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Loney/Jerry L & Janet C	Burch Sub W 273' Lt 1 XC City	840.60
Casey's Retail Company	Burch Sub W 125' Lt 2-3-4 XC City	1,080.12
Williams/Michael S & Sandy S	Burch Sub Lt 5 XC City	718.32
Williams/Michael S & Sandra S	Burch Second Sub Lt 1 XC City	843.00
Eating Establishment/The	Runza Sub Lt 1 XC City	929.16
Shanahan/Bradley L	Holcomb's Highway Homes E 100' Lt 12 XC City & E 100' Lt 13 XC City	1,200.00
Hancock/Robert D	Holcomb's Highway Homes Lt 14 XC City	657.36
Hansen/Ryan & Darcy	Holcomb's Highway Homes Lt 15 XC City	650.64
Mueller/John G & Dianna D	Bartz Sub Lt 1	654.00
Mehring/Donald D	Shovlain Second Sub Lt 3	932.22
Wratten/Calvin J & Donna	Holcomb's Highway Homes S 52' Lt 19 & N 1' Lt 20	313.98
Video Kingdom Of Grand Island Inc	Holcomb's Highway Homes S 108' Lt 20 XC City	654.12
Kershner Properties, LLC	Holcomb's Highway Homes N 60' Lt 22 XC City	355.44
Douthit/Charles A	Holcomb's Highway Homes Lt 21 XC City	654.12
Da-Ly Properties LLC	Holcomb's Highway Homes N 12' Lt 24 XC City & S 98' Lt 23 XC City	660.00
Kershner Properties, LLC	Holcomb's Highway Homes S 49' Lt 22 & N 11' Lt 23 XC City	360.00
Hernandez/Alina	Holcomb's Highway Homes S 97' Lt 24 XC City & N 38' Lt 26 XC City & All 25 XC City	1,463.64
Larsen/Marion D	Holcomb's Highway Homes N 79' Lt 27 XC City & S 71' Lt 26 XC City	900.36
McCloud Super 8 Motel Inc	Matthews Sub Pt Lt 25 XC City	1,484.88
Lawrey/William E & Sandra L	Garrison Sub Lt 1 XC City	1,356.78
City Of Grand Island	Mil-Nic Second Sub To The City Of Grand Island Lt 1	-
Nebraska Mil-Nic	Mil-Nic Second Sub Lt 2	1,641.60

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Paulsen And Sons Inc	Roush's Pleasantville Terrace Sub Lts 1 & 28 XC City & All Lts 2-3-26-27	1,200.36
Mehring/Donald D	Shovlain Second Sub Lt 2	720.12
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 1 200' X 400' XC City	1,196.52
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 2 200' X 400' XC City	1,200.24
Equitable Federal Savings	Woodland First Sub Lt 3 XC City	1,200.36
Oberg/Danny K	Woodland First Sub Lt 4 XC City	1,194.24
Wilhelmi/Darryl	Woodland First Sub Lt 5 XC City	1,200.36
Rasmussen Jr/Richard S	Woodland First Sub N 50' Of E 260' Lt 6 XC City	299.10
Pam'S Rentals LLC	Woodland First Sub S 126' Of E 260' Lt 6 XC City	759.78
Alpha Corp	Woodland First Sub E 260' Lt 8 XC City	1,256.70
Stratford Plaza LLC	Woodland Second Sub Lt 11 XC City	3,258.72
Bosselman Inc	Woodland Second Sub Lt 8	896.04
Carpenter Real Estate Inc	Woodland Second Sub Lt 9	900.18
Laub-Otto, LLC	Woodland Second Sub Lt 10	953.34
Rasmussen Jr/Richard S	Woodland Third Sub Lt 1 XC N 25' Of E 260' XC City	449.52
Arp/Dale & Kathleen	Woodland Third Sub N 25' Of E 260' Lt 1 XC City & Lt 2 XC City	749.58
Mcdermott & Miller, P C	Woodridge South Sub Lt 1 XC City	1,515.12
Larsen/Marion D	Woodridge South Sub Lt 2 XC City	652.08
South Pointe Development Llc	South Pointe Sub Lt 1	1,472.22
Milton Motels Llc	Miscellaneous Tracts 27-11-9 Pt N 1/2 SW 1/4 SW 1/4 3.03 A	3,024.00
Platte Valley State Bank & Community Redevelopment Authority	Equestrian Meadows Sub Lt 1	1,069.32
Robb/Theodore J	Desert Rose Sub Pt Lt 1 XC City	2,566.98
	Miscellaneous Tracts 27-11-9 Pt NW 1/4 SW 1/4 XC City 5.08 Ac	2,016.06
MIK LLC	Miscellaneous Tracts 27-11-9 Pt NW 1/4 SW 1/4 Pt Lt 4 Island XC City 4.85 Ac	1,903.62
French/John L & Beth A	Knox Sub Lot 1 XC City	838.98
All Faiths Funeral Home LLC	Miscellaneous Tracts 27-11-9 Pt NW 1/4 NW 1/4 SW 1/4 2.34 Ac	1,440.00
Pharmacy Properties Llc	Equestrian Meadows Sub Lt 2	869.94
Willis/Ronald J & Lori D	Miscellaneous Tracts 28-11-9 Pt NE 1/4 NE 1/4 XC City .445 Ac	600.00
Robb/Mason D	Knox Third Sub Lt 2 XC City	792.24
Robb/Ted	Knox Third Sub Lt 3 XC City	462.36
Oreilly Automotive Inc	Runza Sub Lt 2 XC City	933.84
Robb/Mason D	Knox Third Sub Lt 1 XC City	924.90
Faulkner/Mark A & Suzanne G	Equestrian Meadows Sub Lt 3	1,105.08
Milton Motels LLC	Vanosdall Sub Lt 1	484.56
Wayne Vanosdall Sanitation	Vanosdall Sub Lt 2	425.58
Total Amount		58,882.38

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RESOLUTION 2011-BE-4

Adopted by the City Council of the City of Grand Island, Nebraska, on September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item D4

#2011-BE-5 - Consideration of Determining Benefits for Business Improvement District #8, Downtown

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: September 13, 2011

Subject: Determining Benefits for Business Improvement District No.8, Downtown and Approving the Assessments

Item #'s: D-4 & F-6

Presenter(s): Mary Lou Brown, Finance Director

Background

On August 26, 2008, the City council adopted Ordinance No. 9180 that created Business Improvement District No. 8, Downtown. The 2011-2012 budget provides for special assessments on land and real property in the District as of January 1, 2011 in the amount of \$.285920 per \$100 of real property. The total taxable value of \$31,369,569 provides for assessments of \$89,691.84.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance. The assessment for owner-occupied properties is originally based on 100% of the assessed value. Council may lower the amount of assessment for owner-occupied properties and has done so the past several years. The Resolution and Ordinance, as well as the taxable value and assessment amount above, reduce the assessment to 70% for those properties where evidence has been presented that the property is owner-occupied. The Resolution and Ordinance are labeled as 2011-BE-5 (A) and 9323 (A), respectively. Resolution 2011-BE-5 (B) and Ordinance No. 9323 (B) are also included; these include the assessment at 100%.

Alternatives

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

1. Approve the benefits for the District and related assessments.

2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 8 and related assessments at the 70% level for owner-occupied properties.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Business Improvement District No. 8 as presented at the 70% level for owner-occupied properties.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

RESOLUTION 2011-BE-5 (A)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 8, after due notice having been given thereof, that we find and adjudge:

1. The benefits accruing to the real estate in such Business Improvement District No. 8 is the total sum of \$89,999.92; and

2. According to the assessed value of the respective lots, tracts, and real estate within such Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	26.41
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	1,144.51
Windstream Nebraska, Inc	Centrally Assessed	-
Qwest Cooperation	Centrally Assessed	2,738.36
AT & T Communications	Centrally Assessed	34.25
NE Colorado Cellular Inc	Centrally Assessed	16.92
Sprint Nextel Wireless	Centrally Assessed	138.80
USCOC Of Nebraska/Kansas DBA US Cellular	Centrally Assessed	2,548.67
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Hastings State Bank	Original Town N 100.5' E 2/3 Lt 1 Blk 54	279.52
Hastings State Bank	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	67.14
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.24
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	541.43
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	445.60

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	81.76
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	66.71
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	151.17
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	163.26
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	370.86
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	297.88
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	289.99
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 XC 15' X 15' X 15' Sold To City Blk 54	678.57
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	462.66
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	308.97
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	95.16
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	356.90
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	48.35
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	112.00
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	232.98
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	181.35
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	137.55
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	215.01
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	788.22
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	150.95
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	151.25
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	426.75
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	162.47

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.57
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.46
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.12
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	263.39
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	428.50
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	309.96
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	353.00
Downtown Center LLC	Original Town Lt 8 Blk 56	2,207.09
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	565.13
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
JEO Building Company	Original Town Lt 7 Blk 57	888.41
Overland Building Corp	Original Town Lt 8 Blk 57	1,095.36
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	313.87
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	110.15
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,505.71
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	116.94
Stelk/Mark D	Jensen Sub Lt 1	146.18
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	226.05
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	311.56
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	97.23
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	98.14
Stelk/Mark D	Prensa Latina Sub Lt 4	304.29
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	167.51

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	355.60
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.04
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	159.15
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	162.97
Berta/Gary & Billie	Original Town Lt 5 Blk 59	243.50
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	173.88
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	172.98
Alexander Enterprises Llc	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.16
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	170.86
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	491.97
CKP LLC	Original Town Lts 1 & 2 Blk 60	475.36
CKP LLC	Original Town Lt 3 Blk 60	112.60
Business Properties	Original Town Lt 4 Blk 60	262.53
618 W 3rd St LLC	Original Town Lts 5 & 6 Blk 60	696.12
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	535.66
Abjal LLC	Original Town Lts 1 & 2 Blk 61	748.22
Abjal LLC	Original Town Lts 3 & 4 Blk 61	684.87
Jones/Michael E & Joan M	Original Town Lt 5 Blk 61	666.22
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	765.51
Baasch/Richard H & Arlene M	Original Town S 44' Lt 1 Blk 62	184.28
Cedar Street Properties LLC	Original Town N 88' Lt 1 Blk 62	486.14
Cedar Street Properties LLC	Original Town Lt 2 Blk 62	275.88
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
DMBG Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	147.03
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	81.50
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	227.50

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Vogel Enterprises Ltd an IA Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	59.79
Vogel Enterprises Ltd an IA Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	357.91
Wardens & Vestrymen Of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,081.59
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	346.84
Miller/Marlyn J	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	251.24
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	379.63
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	261.42
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	143.80
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	184.52
Glade Inc	Original Town E 44' Lt 2 Blk 64	258.04
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	196.28
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	179.35
Munoz/Juan A	Original Town W 2/3 Lt 3 Blk 64	159.82
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	847.70
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Kissler/Vicki L	Original Town N 22' Lt 8 Blk 64	172.15
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	168.38
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	175.33
City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Edwards Building Corp	Original Town Lt 1 Blk 65	206.77
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	158.41
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	149.32
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	234.52
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	154.73
Iglesia Evengelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	135.62
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	273.55
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	170.78
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	221.86
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	129.76
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	276.08
J & B Rentals Llc	Original Town W 1/3 Lt 6 Blk 65	84.59
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	161.96
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	156.99
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	48.05
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 XC N 6' S 31.1' E 40' Lt 8 Blk 65	165.93
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	272.54
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	214.19
Garcia/Juan F & Maria DeJesus Cont/James Berglund	Original Town Lts 1 & 2 Blk 66	771.37
Bodie/Ronald E	Original Town W 2/3 Lt 3 Xc W 17.5' Of S 44' Blk 66	242.94
Vipperman John F	Original Town E 1/3 Lt 3 Blk 66	221.12
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	227.35
Vejvoda/J Gary	Original Town N 88' C 1/3 Lt 4 Blk 66	282.20
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	113.69

R E S O L U T I O N 201-BE-5 (A) (Cont.)

The Retzler Development Group, LLC	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	284.93
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	501.81
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	261.07
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	265.60
Procon Management Inc	Original Town Lt 8 Blk 66	3,006.52
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,472.14
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	2,351.89
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	122.35
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	249.34
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	252.73
Plate/Tim C	Original Town Lt 8 Blk 68	259.55
Gulzow/Wilhelm R	Original Town Lt 1 Blk 77	80.32
Douthit/Donna M	Original Town Lt 2 Blk 77	66.74
Douthit/Donna M	Original Town Lts 3 & 4 Blk 77	1,484.29
City Of Grand Island	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	340.09
Equitable Bldg & Loan Assn Of GI	Original Town Lt 2 Blk 79	101.53
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,323.74
Equitable Bldg & Loan Assn Of GI	Original Town N 26' 10.5 Lt 8 Blk 79	26.06
Equitable Bldg & Loan Assn Of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	14.94
Equitable Bldg & Loan Assn Of GI	Original Town S 88' Lt 8 Blk 79	90.44
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	177.54
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	128.32

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	254.57
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	239.27
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Chamber Of Commerce Of Gi Inc	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	152.52
Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Reed/James S & Precious A	Original Town C 1/3 Lt 3 Blk 81	239.74
Krauss/Ronald C & Vada M	Original Town W 1/3 Lt 3 & All 4 Blk 81	455.38
Walnut Street Partnership	Original Town Lt 5 Blk 81	427.90
Walnut Street Partnership	Original Town Lt 6 Blk 81	173.85
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	840.56
Wheeler St Partnership	Original Town N 1/3 Lt 8 Blk 81	242.97
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	81.99
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	264.33
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	81.99
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	270.59
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,682.08
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	380.67
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	974.30
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	163.34
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	176.77
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	243.66

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	279.42
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	130.56
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83	189.68
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	486.08
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	182.86
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	464.12
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	288.25
City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	312.53
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 Xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	87.11
Schroeder/David T & Patricia A	Campbell's Sub W 75'4 Lts 1-2-3	270.53
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	162.04
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	232.21
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	212.52
Hill/David C	Campbell's Sub Lts 12 & 13	276.87
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1	287.26
Campbell/Hunter AH & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1	258.11
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1	222.71
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1	123.88
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	488.24
Ummel Jr/Tommy L	Hann's Fifth Sub Lt 2	181.26
Mueller/Robert J	Hann's Fifth Sub Lt 1	117.43
Two Brothers Inc	Hann's 3rd Add W 111' X 118' Blk 5	440.31
Rosales-Monzon/Carlos A	Hann's 3rd Add N 52.5' Of E 91.9' Of Blk 5	237.66
Royle/Larry E	Hann's 3rd Add E 56' Of W 174' Of Blk 5	158.78
Valenzuela/Linda L	Hann's 3rd Add S 58.5' Of E 91.9' Of Blk 5	229.27
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	267.57
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	21.76
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	281.61
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	112.41
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	154.85
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	169.42
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	90.44
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	165.09
Plate/Tim C	Railroad Add Lt 5 Blk 98	504.92
Plate/Tim C	Railroad Add Lt 6 Blk 98	224.77
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	205.03

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	439.06
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	115.87
Fox Family LLC	Railroad Add Lt 3 Blk 105	205.04
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	368.09
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 Xc City Blk 105	975.52
Contryman & Asso A Co-Partnership	Railroad Add Lts 1 & 2 Blk 106	362.09
C & S Group LLC	Railroad Add Lt 3 Blk 106	189.48
Fernandez/Guadalupe & Pedro	Railroad Add Lt 4 Blk 106	226.13
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	355.94
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	176.99
Brown/Joseph M & Lori Jean	Railroad Add S 2/3 Lt 5 Blk 107	329.33
Brown/Joseph M & Lori Jean	Railroad Add N 1/3 Lt 5 Blk 107	145.28
Fox/Charles E & Mary A	Railroad Add Lt 6 Blk 107	260.30
Fox/Charles E & Mary A	Railroad Add Lt 7 Xc N 60' Of E 22' & Xc E 29.54' Of S 71.50' Blk 107	189.88
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	305.96
Clinch/Barbara J	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	257.48
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	460.65
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	194.85
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	560.45
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	129.19
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	75.21
LBE Family Limited Partnership	Railroad Add Lt 6 Blk 108	179.39
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	559.60
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	196.94
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109	124.07
J & B Rentals, LLC	Railroad Add E 59.5' Lt 3 Blk 109	135.97

R E S O L U T I O N 201-BE-5 (A) (Cont.)

J & B Rentals, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109	67.76
Mcshannon/Roger L & Sharon K	Railroad Add E 52' 11" Of Lt 5 & All Lt 6 Blk 109	209.65
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	651.55
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	152.41
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	159.16
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	143.10
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	206.93
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	514.95
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	461.66
DEVCO Investment Corporation	The Yancy, A Condominium Unit 301	98.15
George/Mollie Jo	The Yancy, A Condominium Unit 302	71.28
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	101.38
Zins/William L	The Yancy, A Condominium Unit 304	93.42
Teng/Irene	The Yancy, A Condominium Unit 305	-
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	72.44
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 402	82.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 403	79.35
Jones/Michael D	The Yancy, A Condominium Unit 404	131.23

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	79.74
Powers/Yolanda L	The Yancy, A Condominium Unit 406	112.48
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	123.50
Luce/Eric D	The Yancy, A Condominium Unit 501	104.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	84.94
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	79.41
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 504	100.21
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	79.80
Cieloha/Robert A	The Yancy, A Condominium Unit 506	78.80
Davis/Kelvin Paul & Bonnie Diane	The Yancy, A Condominium Unit 507	127.27
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	73.16
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 602	85.09
O'Neill/Colleen A	The Yancy, A Condominium Unit 603	114.01
Clyne/Thomas B	The Yancy, A Condominium Unit 604	91.86
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	79.89
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	79.02
Arp/Charmaine L	The Yancy, A Condominium Unit 607	83.57
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	79.99
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	85.20
Johnson/Richard A & Margaret A	The Yancy, A Condominium Unit 703	79.64
Burtscher/Art N & Jan L	The Yancy, A Condominium Unit 704	131.51
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	87.86
Long/Clifton J	The Yancy, A Condominium Unit 706	78.79
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	73.30
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	85.29

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	93.25
Chase/Charles D	The Yancy, A Condominium Unit 804	150.69
Alexander/Wendy L	The Yancy, A Condominium Unit 805	68.96
Nelson/Jack L	The Yancy, A Condominium Unit 806	85.73
Nissen/James F	The Yancy, A Condominium Unit 901	73.33
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	85.34
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	93.30
Atkins/Ann C	The Yancy, A Condominium Unit 904	137.55
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	98.57
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	140.01
Todd/Linda M	The Yancy, A Condominium Unit 1001	80.16
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	85.37
Gillam/Jeremy S & Jack L	The Yancy, A Condominium Unit 1003	93.36
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	180.40
Megard/Ruth E	The Yancy, A Condominium Unit 1005	99.78
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Tooley/John Patrick	The Yancy, A Condominium Unit 1101	-
Clare/Linda L	The Yancy, A Condominium Unit 1102	85.46
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Hill/Casey N	The Yancy, A Condominium Unit 1104	143.34
Boley/Loren E	The Yancy, A Condominium Unit 1105	99.92
Pierorazio/Daria A	The Yancy, A Condominium Unit 1106	147.25
Home Federal Savings & Loan Assn	Hann'S Fourth Add Lt 3	1,758.42
Artvest III	The Yancy, A Condominium Unit 002	10.97
Artvest III	The Yancy, A Condominium Unit 001	39.65
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	52.28

R E S O L U T I O N 201-BE-5 (A) (Cont.)

Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	34.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	55.79
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	140.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	105.72
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	358.20
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	89.50
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2- & 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	87.99
Total Amount		89,691.84

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2011-BE-5 (B)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 8, after due notice having been given thereof, that we find and adjudge:

1. The benefits accruing to the real estate in such Business Improvement District No. 8 is the total sum of \$89,999.92; and

2. According to the assessed value of the respective lots, tracts, and real estate within such Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	26.41
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	1,144.51
Windstream Nebraska, Inc	Centrally Assessed	-
Qwest Cooperation	Centrally Assessed	2,738.36
AT & T Communications	Centrally Assessed	34.25
NE Colorado Cellular Inc	Centrally Assessed	16.92
Sprint Nextel Wireless	Centrally Assessed	138.80
USCOC Of Nebraska/Kansas DBA US Cellular	Centrally Assessed	2,548.67
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Hastings State Bank	Original Town N 100.5' E 2/3 Lt 1 Blk 54	279.52
Hastings State Bank	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	67.14
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.24
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	541.43
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	445.60

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	81.76
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	66.71
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	151.17
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	163.26
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	370.86
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	297.88
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	289.99
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 XC 15' X 15' X 15' Sold To City Blk 54	678.57
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	462.66
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	308.97
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	95.16
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	356.90
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	48.35
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	112.00
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	232.98
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	181.35
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	137.55
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	215.01
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	788.22
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	150.95
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	151.25
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	426.75
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	162.47

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.57
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.46
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.12
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	263.39
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	428.50
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	309.96
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	353.00
Downtown Center LLC	Original Town Lt 8 Blk 56	2,207.09
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	565.13
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
JEO Building Company	Original Town Lt 7 Blk 57	888.41
Overland Building Corp	Original Town Lt 8 Blk 57	1,095.36
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	313.87
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	110.15
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,505.71
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	116.94
Stelk/Mark D	Jensen Sub Lt 1	146.18
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	226.05
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	311.56
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	97.23
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	98.14
Stelk/Mark D	Prensa Latina Sub Lt 4	304.29
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	167.51

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	355.60
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.04
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	159.15
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	162.97
Berta/Gary & Billie	Original Town Lt 5 Blk 59	243.50
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	173.88
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	172.98
Alexander Enterprises Llc	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.16
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	170.86
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	491.97
CKP LLC	Original Town Lts 1 & 2 Blk 60	475.36
CKP LLC	Original Town Lt 3 Blk 60	112.60
Business Properties	Original Town Lt 4 Blk 60	262.53
618 W 3rd St LLC	Original Town Lts 5 & 6 Blk 60	696.12
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	535.66
Abjal LLC	Original Town Lts 1 & 2 Blk 61	748.22
Abjal LLC	Original Town Lts 3 & 4 Blk 61	684.87
Jones/Michael E & Joan M	Original Town Lt 5 Blk 61	666.22
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	765.51
Baasch/Richard H & Arlene M	Original Town S 44' Lt 1 Blk 62	184.28
Cedar Street Properties LLC	Original Town N 88' Lt 1 Blk 62	486.14
Cedar Street Properties LLC	Original Town Lt 2 Blk 62	275.88
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
DMBG Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	147.03
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	81.50
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	227.50

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Vogel Enterprises Ltd an IA Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	59.79
Vogel Enterprises Ltd an IA Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	357.91
Wardens & Vestrymen Of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,081.59
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	346.84
Miller/Marlyn J	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	251.24
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	379.63
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	373.46
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	143.80
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	184.52
Glade Inc	Original Town E 44' Lt 2 Blk 64	258.04
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	196.28
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	179.35
Munoz/Juan A	Original Town W 2/3 Lt 3 Blk 64	159.82
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	847.70
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Kissler/Vicki L	Original Town N 22' Lt 8 Blk 64	172.15
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	168.38
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	175.33
City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Edwards Building Corp	Original Town Lt 1 Blk 65	206.77
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	158.41
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	149.32
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	234.52
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	154.73
Iglesia Evengelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	135.62
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	273.55
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	170.78
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	221.86
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	129.76
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	276.08
J & B Rentals Llc	Original Town W 1/3 Lt 6 Blk 65	84.59
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	161.96
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	156.99
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	48.05
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 XC N 6' S 31.1' E 40' Lt 8 Blk 65	165.93
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	272.54
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	214.19
Garcia/Juan F & Maria DeJesus Cont/James Berglund	Original Town Lts 1 & 2 Blk 66	771.37
Bodie/Ronald E	Original Town W 2/3 Lt 3 Xc W 17.5' Of S 44' Blk 66	242.94
Vipperman John F	Original Town E 1/3 Lt 3 Blk 66	221.12
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	227.35
Vejvoda/J Gary	Original Town N 88' C 1/3 Lt 4 Blk 66	282.20
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	113.69

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

The Retzler Development Group, LLC	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	284.93
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	501.81
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	261.07
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	265.60
Procon Management Inc	Original Town Lt 8 Blk 66	3,006.52
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,472.14
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	2,351.89
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	122.35
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	249.34
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	252.73
Plate/Tim C	Original Town Lt 8 Blk 68	259.55
Gulzow/Wilhelm R	Original Town Lt 1 Blk 77	80.32
Douthit/Donna M	Original Town Lt 2 Blk 77	66.74
Douthit/Donna M	Original Town Lts 3 & 4 Blk 77	1,484.29
City Of Grand Island	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	340.09
Equitable Bldg & Loan Assn Of GI	Original Town Lt 2 Blk 79	101.53
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,323.74
Equitable Bldg & Loan Assn Of GI	Original Town N 26' 10.5 Lt 8 Blk 79	26.06
Equitable Bldg & Loan Assn Of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	14.94
Equitable Bldg & Loan Assn Of GI	Original Town S 88' Lt 8 Blk 79	90.44
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	177.54
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	128.32

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	254.57
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	239.27
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Chamber Of Commerce Of Gi Inc	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	152.52
Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Reed/James S & Precious A	Original Town C 1/3 Lt 3 Blk 81	239.74
Krauss/Ronald C & Vada M	Original Town W 1/3 Lt 3 & All 4 Blk 81	455.38
Walnut Street Partnership	Original Town Lt 5 Blk 81	427.90
Walnut Street Partnership	Original Town Lt 6 Blk 81	173.85
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	840.56
Wheeler St Partnership	Original Town N 1/3 Lt 8 Blk 81	242.97
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	81.99
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	264.33
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	81.99
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	270.59
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,682.08
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	380.67
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	974.30
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	163.34
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	176.77
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	243.66

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	279.42
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	130.56
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83	189.68
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	486.08
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	182.86
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	464.12
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	288.25
City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	312.53
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 Xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	87.11
Schroeder/David T & Patricia A	Campbell's Sub W 75'4 Lts 1-2-3	270.53
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	162.04
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	232.21
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	212.52
Hill/David C	Campbell's Sub Lts 12 & 13	276.87
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1	287.26
Campbell/Hunter AH & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1	258.11
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1	222.71
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1	123.88
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	488.24
Ummel Jr/Tommy L	Hann's Fifth Sub Lt 2	181.26
Mueller/Robert J	Hann's Fifth Sub Lt 1	117.43
Two Brothers Inc	Hann's 3rd Add W 111' X 118' Blk 5	440.31
Rosales-Monzon/Carlos A	Hann's 3rd Add N 52.5' Of E 91.9' Of Blk 5	237.66
Royle/Larry E	Hann's 3rd Add E 56' Of W 174' Of Blk 5	158.78
Valenzuela/Linda L	Hann's 3rd Add S 58.5' Of E 91.9' Of Blk 5	229.27
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	267.57
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	21.76
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	281.61
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	112.41
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	154.85
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	169.42
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	90.44
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	165.09
Plate/Tim C	Railroad Add Lt 5 Blk 98	504.92
Plate/Tim C	Railroad Add Lt 6 Blk 98	224.77
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	205.03

RESOLUTION 2011-BE-5 (B) (Cont.)

Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	439.06
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	115.87
Fox Family LLC	Railroad Add Lt 3 Blk 105	205.04
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	368.09
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 Xc City Blk 105	975.52
Contryman & Asso A Co-Partnership	Railroad Add Lts 1 & 2 Blk 106	362.09
C & S Group LLC	Railroad Add Lt 3 Blk 106	189.48
Fernandez/Guadalupe & Pedro	Railroad Add Lt 4 Blk 106	323.04
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	355.94
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	176.99
Brown/Joseph M & Lori Jean	Railroad Add S 2/3 Lt 5 Blk 107	329.33
Brown/Joseph M & Lori Jean	Railroad Add N 1/3 Lt 5 Blk 107	145.28
Fox/Charles E & Mary A	Railroad Add Lt 6 Blk 107	260.30
Fox/Charles E & Mary A	Railroad Add Lt 7 Xc N 60' Of E 22' & Xc E 29.54' Of S 71.50' Blk 107	189.88
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	305.96
Clinch/Barbara J	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	257.48
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	460.65
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	194.85
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	560.45
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	129.19
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	75.21
LBE Family Limited Partnership	Railroad Add Lt 6 Blk 108	179.39
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	559.60
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	196.94
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109	124.07
J & B Rentals, LLC	Railroad Add E 59.5' Lt 3 Blk 109	135.97

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

J & B Rentals, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109	67.76
Mcshannon/Roger L & Sharon K	Railroad Add E 52' 11" Of Lt 5 & All Lt 6 Blk 109	209.65
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	651.55
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	152.41
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	159.16
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	143.10
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	206.93
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	514.95
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	461.66
DEVCO Investment Corporation	The Yancy, A Condominium Unit 301	98.15
George/Mollie Jo	The Yancy, A Condominium Unit 302	71.28
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	101.38
Zins/William L	The Yancy, A Condominium Unit 304	93.42
Teng/Irene	The Yancy, A Condominium Unit 305	-
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	72.44
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 402	82.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 403	79.35
Jones/Michael D	The Yancy, A Condominium Unit 404	131.23

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	79.74
Powers/Yolanda L	The Yancy, A Condominium Unit 406	112.48
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	123.50
Luce/Eric D	The Yancy, A Condominium Unit 501	104.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	84.94
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	79.41
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 504	100.21
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	79.80
Cieloha/Robert A	The Yancy, A Condominium Unit 506	112.57
Davis/Kelvin Paul & Bonnie Diane	The Yancy, A Condominium Unit 507	127.27
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	73.16
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 602	85.09
O'Neill/Colleen A	The Yancy, A Condominium Unit 603	114.01
Clyne/Thomas B	The Yancy, A Condominium Unit 604	91.86
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	79.89
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	79.02
Arp/Charmaine L	The Yancy, A Condominium Unit 607	119.38
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	79.99
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	85.20
Johnson/Richard A & Margaret A	The Yancy, A Condominium Unit 703	79.64
Burtscher/Art N & Jan L	The Yancy, A Condominium Unit 704	131.51
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	87.86
Long/Clifton J	The Yancy, A Condominium Unit 706	78.79
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	73.30
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	85.29

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	93.25
Chase/Charles D	The Yancy, A Condominium Unit 804	150.69
Alexander/Wendy L	The Yancy, A Condominium Unit 805	98.51
Nelson/Jack L	The Yancy, A Condominium Unit 806	85.73
Nissen/James F	The Yancy, A Condominium Unit 901	73.33
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	85.34
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	93.30
Atkins/Ann C	The Yancy, A Condominium Unit 904	137.55
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	98.57
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	140.01
Todd/Linda M	The Yancy, A Condominium Unit 1001	80.16
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	85.37
Gillam/Jeremy S & Jack L	The Yancy, A Condominium Unit 1003	93.36
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	180.40
Megard/Ruth E	The Yancy, A Condominium Unit 1005	99.78
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Tooley/John Patrick	The Yancy, A Condominium Unit 1101	-
Clare/Linda L	The Yancy, A Condominium Unit 1102	85.46
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Hill/Casey N	The Yancy, A Condominium Unit 1104	143.34
Boley/Loren E	The Yancy, A Condominium Unit 1105	99.92
Pierorazio/Daria A	The Yancy, A Condominium Unit 1106	147.25
Home Federal Savings & Loan Assn	Hann'S Fourth Add Lt 3	1,758.42
Artvest III	The Yancy, A Condominium Unit 002	10.97
Artvest III	The Yancy, A Condominium Unit 001	39.65
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	52.28

R E S O L U T I O N 2011-BE-5 (B) (Cont.)

Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	34.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	55.79
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	140.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	105.72
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	358.20
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	89.50
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2- & 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	87.99
Total Amount		89,999.92

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item E1

**Public Hearing on General Property and Parking District #2
(Ramp) Tax Request**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: September 13, 2011

Subject: Public Hearing and Resolution Approving General Property, Parking District No. 2 (Ramp) and Community Redevelopment Authority Tax Request

Item #'s: E-1 & I-2

Presenter(s): Mary Lou Brown, Finance Director

Background

Nebraska State Statute 77-1601-02 requires that the City of Grand Island conduct a public hearing if the property tax request changes from one year to the next. Our general property tax request increased from \$6,527,730 for FY2010-2011 to \$7,970,431 for FY2011-2012, an increase of \$1,442,701. This increase is related to the increased valuation and the increase in the mill levy from .2725 for FY2010-2011 to .3241 for FY2011-2012.

The property tax request for Parking District No. 2, also known as the Parking Ramp (Fund 271), remained the same for FY2010-2011 and FY2011-2012. The property tax request for both fiscal years is \$8,000. The levy for Parking District No. 2 increased by 3% from .01899 to .019566; the district's valuation decreased 2.9%. This is the ninth consecutive year that the tax asking has been reduced or held the same for the Parking Ramp.

The property tax request for the Community Redevelopment Authority increased from \$425,000 for FY2010-2011 to \$639,405 for FY2011-2012. This increase is related to the increased valuation and the increase in mill levy from .017742 for FY2010-2011 to .026 for FY2011-2012. The general operating mill levy for FY2011-2012 will remain at .017742 and the additional .008258 levy request will be used to finance Lincoln Pool repairs.

Discussion

The City Council needs to pass a resolution by majority vote setting the property tax request for the general property tax at \$7,970,431; the Parking District No. 2 property tax

at \$8,000; and the Community Redevelopment Authority property tax at \$639,405. The property tax request was published in the Grand Island Independent on September 8, 2011. It is appropriate at this time to solicit public comment. The action is contained under Resolutions. This represents the final action to be taken on the FY2011-2012 Budget.

Alternatives

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

1. Approve the General Property, Parking District No. 2 and CRA tax requests.
2. Modify the Budget and tax requests.

Recommendation

City Administration recommends that the Council approve the tax requests and levies as presented.

Sample Motion

Move to approve the FY2011-2012 General Property, Parking District No. 2 and Community Redevelopment Authority tax requests and levies, as presented in the related Resolution.

RESOLUTION 2011-214

WHEREAS, the Grand Island City Council has identified an interest in adjusting the current property tax mill levy; and

WHEREAS, the Grand Island City Council would like to provide direction for the adjustment for planning purposes; and

WHEREAS, based on the need for \$1,254,322 in incremental revenue; and

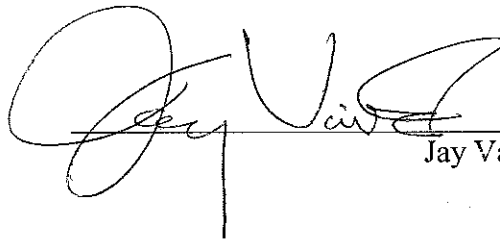
WHEREAS, a mill levy adjustment of .0516 would generate \$1,254,618; and

WHEREAS, the total City of Grand Island mill levy would increase from .2725 to .3241; and

WHEREAS, the final levy of the Municipality for the fiscal year 2011-2012 will be set when the Annual Single City Budget for fiscal year 2011-2012 is approved on September 13, 2011;

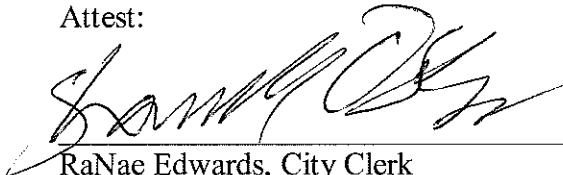
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the mill levy for the City of Grand Island be assumed to increase from .2725 to .3241 for planning purposes.

Adopted by the City Council of the City of Grand Island, Nebraska on August 16, 2011.



Jay Vavricek, Mayor

Attest:



(Deputy Clerk)

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item E2

**Public Hearing on Establishing the Rates for the General
Occupation Tax for Downtown Parking District No. 1**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: September 13, 2011

Subject: Consideration of Amending City Code Chapter 13-3
Relative to Tax Rate for Downtown Improvement and
Parking District No. 1

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

Presenter(s): Mary Lou Brown, Finance Director

Background

This request is the annual Council action to establish the occupation tax that supports the budget for Downtown Improvement and Parking District No. 1. Assessments in this district are based upon an occupation tax on the public space of the businesses operating within the District and are ordinarily paid by the business occupants of the space. This district has been in place since 1975, and is primarily focused on physical improvements and maintenance of public parking lots and green areas and other activities as allowed by NE. Rev. Statutes 19-4016-4038.

Discussion

The FY 2011-2012 occupation tax factor is \$.1732 per square foot of public use space, with a minimum annual fee of \$86051. Total non-exempt footage in the District is 240,615 which would provide for occupation taxes of \$39,922.53.

Alternatives

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

1. Approve the amendment to the City Code.
2. Modify the amendment to meet the wishes of the Council.
3. Deny the amendment.

Recommendation

City Administration recommends that the Council approve the amendment to City Code.

Sample Motion

Move to approve the Amendment to City Code Chapter 13-3 relative to the tax rate for the Downtown Improvement and Parking District No. 1.



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item E3

**Public Hearing on Acquisition of Utility Easement - Southwest
Corner of the Intersection of Belfry Blvd., & August Parkway -
Indianhead Golf Club**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 13, 2011

Subject: Acquisition of Utility Easement – Southwest Corner of Intersection of Belfry Blvd. and Augusta Parkway – Indianhead Golf Club, Inc.

Item #'s: E-3 & G-5

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 Indianhead Golf Club, Inc., located through a part of the Southwest Quarter of the Southwest Quarter (SW ¼, SW ¼) Section Twenty Six (26), Township Eleven (11) North, Range Ten (10) West of the 6th PM (the southwest corner of the intersection of Belfry Blvd. and Augusta Parkway), located in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to locate a three phase pad mounted transformer and high voltage switch gear. They will serve the residential subdivision and the sewer lift station at the same location.

Alternatives

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

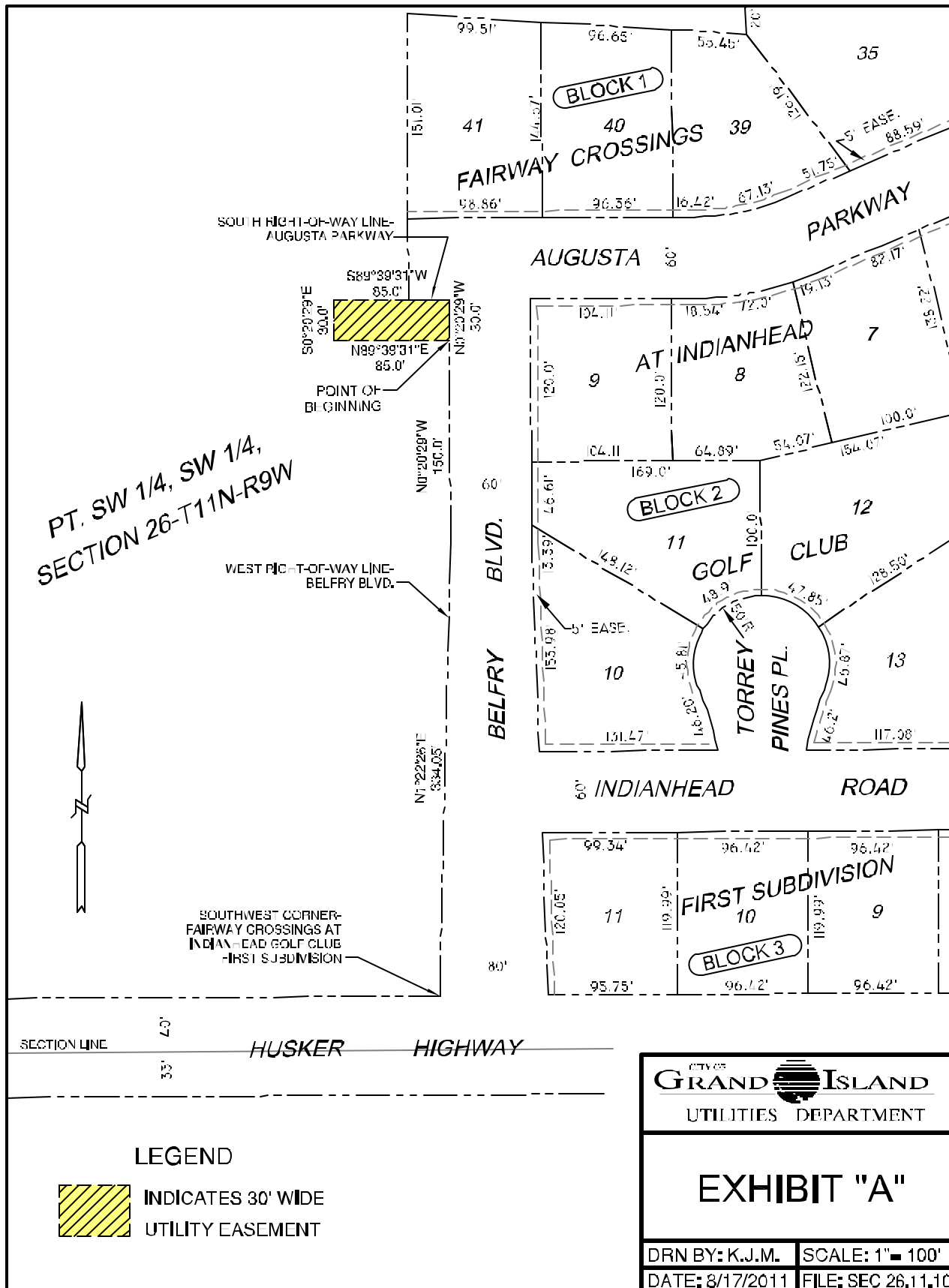
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 13, 2011

Council Session

Item E4

**Public Hearing on Acquisition of Utility Easement - Northeast
Corner of Stolley Park School Property - School District of Grand
Island**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 13, 2011

Subject: Acquisition of Utility Easement – Northeast Corner of Stolley Park School – School District of Grand Island

Item #'s: E-4 & G-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Grand Island School District, at the request of the Grand Island Fire Department, is adding a fire hydrant for the added protection of Stolley Park School. Nebraska State Law requires that acquisition of the easement must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the School District of Grand Island, located, at the southwest corner of the intersection of Stolley Park Road and William Street (northeast corner of Stolley Park School property), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair a water lines and public fire hydrant.

Discussion

This easement will be used to provide a location for a new public fire hydrant.

Alternatives

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

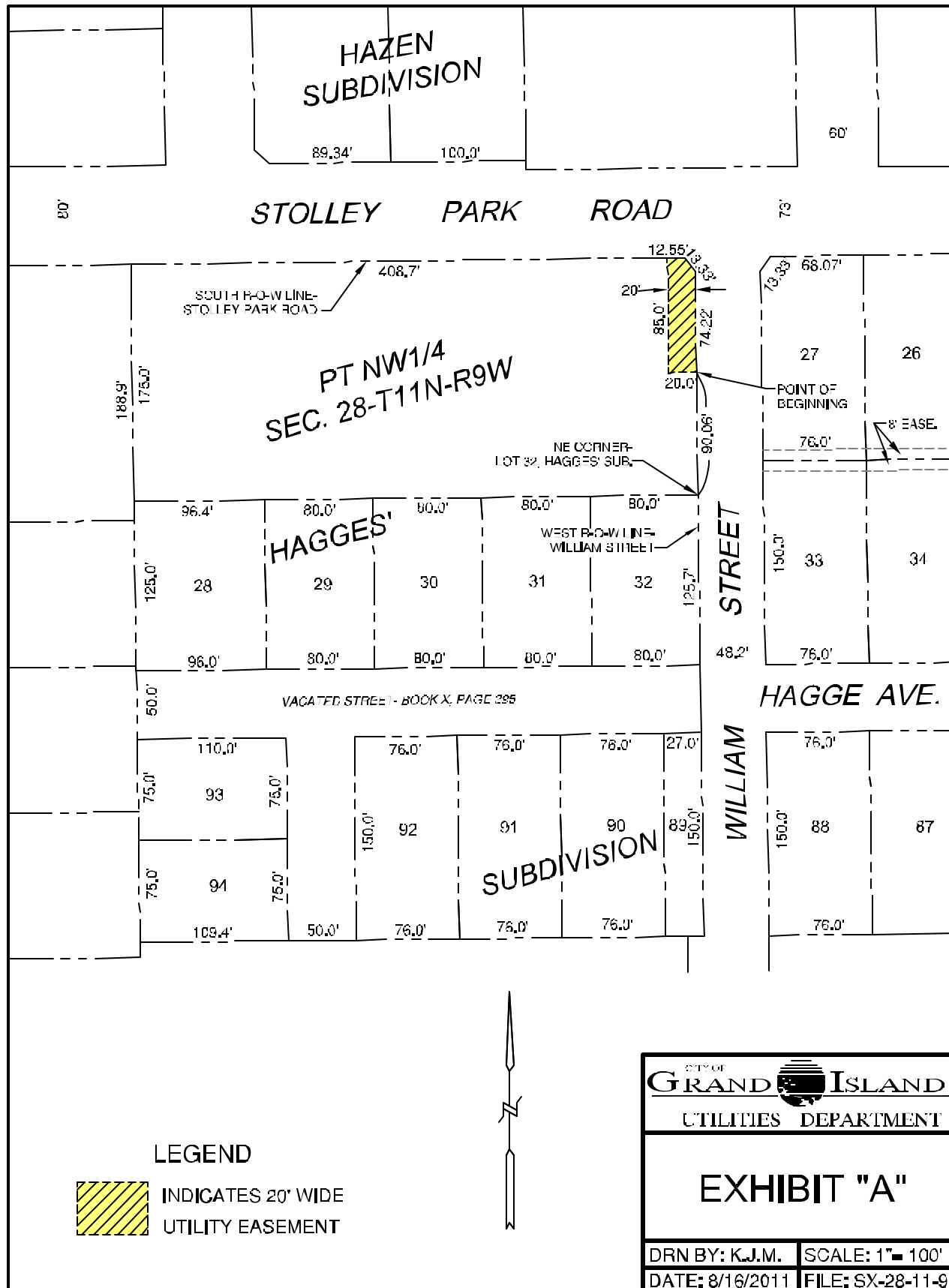
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 13, 2011

Council Session

Item E5

**Public Hearing on Acquisition of Utility Easement - 1220 S.
Gunbarrel Road - Meister**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 13, 2011

Subject: Acquisition of Utility Easement – 1220 South Gunbarrel Road - Meister

Item #'s: E-5 & 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 Christopher and Natalie Meister located south of the dwelling located through a part of Lot One (1), Paradise Lake Estates Fifth Subdivision (south of the dwelling at 1220 S. Gunbarrel Road), in Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

When the property now owned by the Meister's was subdivided, the developer failed to provide an easement for the Utilities Department to serve the existing house on Lot Two (2), Paradise Lake Estates Fourth Subdivision. This easement corrects that situation.

Alternatives

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

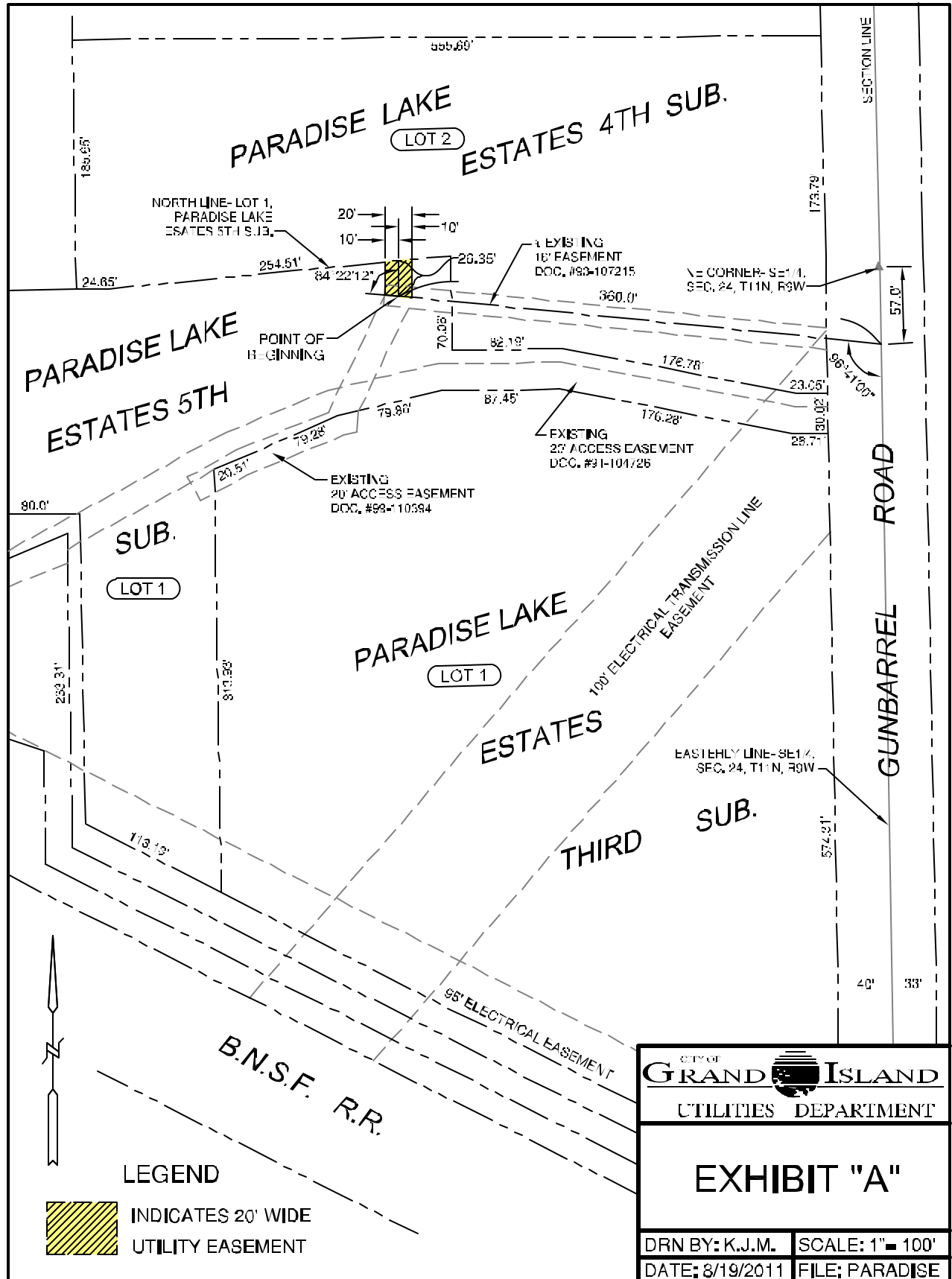
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 13, 2011

Council Session

Item E6

**Public Hearing on Acquisition of Utility Easement - Northeast
Corner of Starr School Property - School District of Grand Island**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 13, 2011

Subject: Acquisition of Utility Easement – Northeast Corner of Starr School – Grand Island School District

Item #'s: E-6 & G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Grand Island School District, at the request of the Grand Island Fire Department, is adding a fire hydrant for the added protection of Starr School. Nebraska State Law requires that acquisition of the easement must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the School District of Grand Island, located, at the southwest corner of the intersection of Wyandotte Street and Chanticleer Street (northeast corner of Starr School property), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair a water line and fire hydrant.

Discussion

This easement will be used to provide a location for the new public fire hydrant.

Alternatives

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

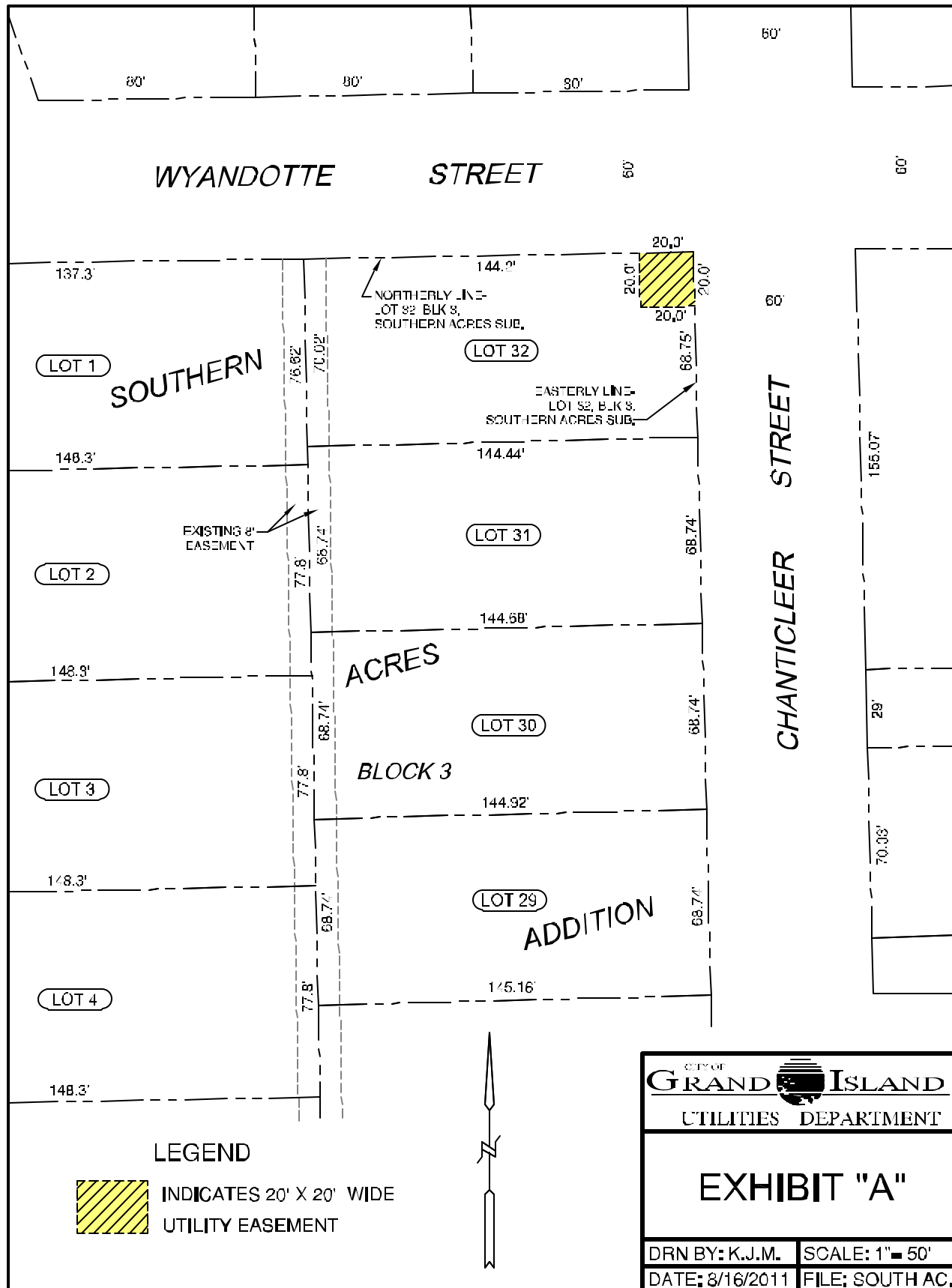
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 13, 2011

Council Session

Item E7

**Public Hearing on Acquisition of Utility Easement - 5112 S.
Antelope Drive - Rich & Sons Camper Sales**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 13, 2011

Subject: Acquisition of Utility Easement - 5112 S. Antelope Drive
- Rich & Sons Camper Sales

Item #'s: E-7 & G-9

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

Background

Rich and Sons Camper Sales are in the process of expanding their business and adding a new building. The new construction will require additional electrical capacity. 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 Rich and Sons Camper Sales of Grand Island Nebraska, Inc., located through a part of Lot One (1), Hiser Subdivision, in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to locate a pad mounted transformer, electrical conduits and cable to serve the expanded facility of Rich and Sons Camper Sales.

Alternatives

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

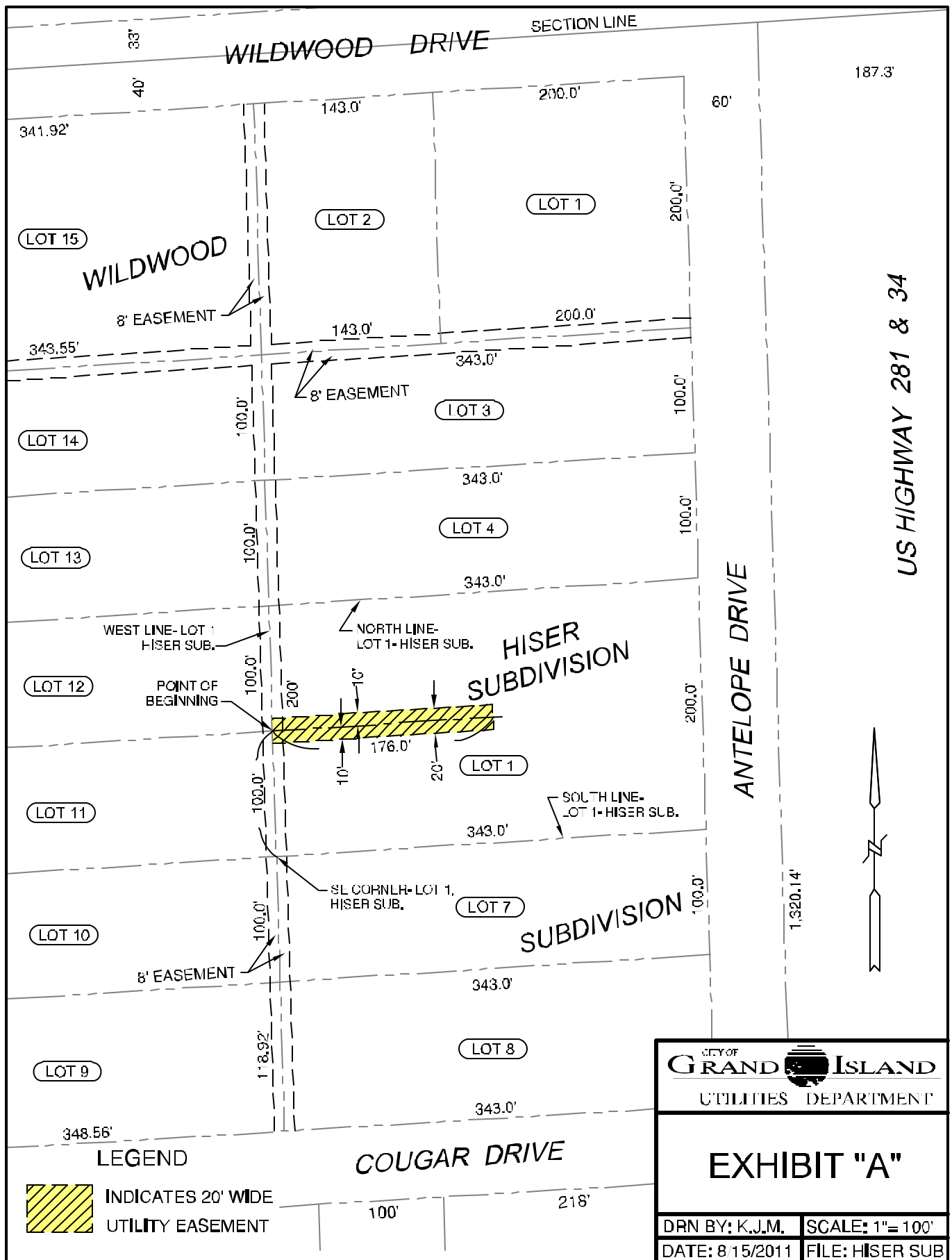
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution 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, September 13, 2011

Council Session

Item F1

**#9318 - Consideration of Approving FY 2011-2012 Annual Single
City Budget, The Annual Appropriations Bill Including Addendum
#1**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: September 13, 2011

Subject: Consideration of Approving FY2011-2012 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

Item #'s: F-1

Presenter(s): Mary Lou Brown, Finance Director

Background

A Public Hearing was held to receive public input relative to the proposed FY2011-2012 Annual Single City Budget. Following the Public Hearing, special sessions were held to review the proposed budget in detail.

Discussion

The following action relative to the budget is included on this evening's agenda:

Consideration of the FY2011-2012 Annual Single City Budget, The Annual Appropriations Bill, including Addendum #1 (changes made during the budget study sessions and meetings prior to tonight)

Related items to be considered by the City Council at the September 13, 2011 meeting include the holding of a public hearing to address the change in property tax asking and setting the FY2011-2012 General All Purpose Property Tax, CRA and Parking District No. 2 levies. The budget must be submitted to the State on or before September 20, 2011.

Alternatives

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

1. Approve the City Budget and Addendum.
2. Modify the Budget to meet the wishes of the Council.

Recommendation

City Administration recommends that the Council approve the budget and addendum as presented

Sample Motion

Move to approve the FY2011-2012 Annual Single City Budget, The Annual Appropriations Bill, Including Addendum #1.

City of Grand Island
Changes to 2011 Forecast and 2012 Ending Cash Balances

	<u>2011 Forecast</u>	<u>Reason</u>	Page 1
Gen Fund	<u>(926,703)</u>	Cash Increase (Decrease)	Record State Fair 2011 Bldg Construction Expenses
	(1,000)	Decrease Interest & Dividend Revenue	
	(38,000)	Decrease Loan Proceeds-Principal	
	224,135	Increase Reuse Fund Revenue for project 09-3N-11	
Housing Reuse	30,000	Decrease Downpayment Assistant Expense	
240 Fund	<u>215,135</u>	Cash Increase (Decrease)	
	557,401	Adjust multiple grant revenue accts	
Community Grants	(518,390)	Adjust multiple grant expense accts	
251 Fund	<u>39,011</u>	Cash Increase (Decrease)	
	<u>(672,557)</u>	All Funds 2011 Forecast Cash Increase (Decrease)	

	<u>2012 Budget</u>	<u>Reason</u>	
Gen Fund	1,254,618	General Fund Property Taxes	Increase Mill Levy
	90,166	General Fund Property Taxes	Valuation Increase
	(36,434)	Police Department	Add back CSO FTE's
	134,386	Administration Dept	Eliminate Assistant City Administrator FTE
	(119,838)	Finance Department	Add back Finance Director FTE
	80,000	Reduce transfer from General Fund to 400 Capital Projects Fund	
	(500,000)	Reduce Wireless Occupation Tax	
Gen Fund	<u>902,898</u>	Cash Increase (Decrease) 2012	
	(1,000)	Decrease Interest & Dividend Revenue	
	(30,000)	Decrease Loan Proceeds-Principal	
	365,000	Increase Reuse Fund Revenue for project 09-3N-11	
Housing Reuse	(584,555)	Increase Reuse Fund Expense for project 09-3N-11	
240 Fund	<u>(250,555)</u>	Cash Increase (Decrease) 2012	
	537,533	Adjust multiple grant revenue accts	
Community Grants	(467,829)	Adjust multiple grant expense accts	
251 Fund	<u>69,704</u>	Cash Increase (Decrease) 2012	

City of Grand Island
Changes to 2011 Forecast and 2012 Ending Cash Balances

Page 2

Capital Projects	80,000	40044450-74795	Revenue from CRA for Lincoln Pool expense
400 Fund	(80,000)		Reduce transfer from General Fund to 400 Capital Projects Fund

<u>-</u>	Cash Increase (Decrease) 2012
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	(4,000,000)	Air Emission Controls at Platte Generating Station
	(1,300,000)	Additional Natural Gas to run Burdick Steam units
Electric Utility		
520 Fund	<u>(5,300,000)</u>	Cash Increase (Decrease) 2012

<u>(4,577,953)</u>	All Funds 2012 Budget Cash Increase (Decrease)
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Summary of Changes

(672,557)	All Funds 2011 Forecast Cash Increase (Decrease)
(4,577,953)	All Funds 2012 Budget Cash Increase (Decrease)

<u>(5,250,510)</u>	All Funds 2011 Forecast/2012 Budget Cash Increase (Decrease)
--------------------	--

Recap of Cash Increase (Decrease) by Fund:

(23,805)	General Fund
73,295	Special Revenue Funds
-	- Debt Service Fund
-	- Capital Projects Fund
-	- Special Assessments Funds
(5,300,000)	Enterprise Funds
-	- Internal Service Funds
-	- Agency Funds
<u>(5,250,510)</u>	

ORDINANCE NO. 9318

An ordinance known as “The Annual Appropriation Bill” of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, as amended by Addendum #1 for the fiscal year commencing October 1, 2011 and ending September 30, 2012 to provide for severability; 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. An appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, fund and operations.

Funds	Expenditures	Transfers	Total Appropriation
General	35,629,156	1,671,304	37,300,460
Permanent Funds	0	0	0
Special Revenue	7,946,204	4,347,000	12,293,204
Debt Service	1,696,793	1,148,100	2,844,893
Capital Projects	3,244,541	0	3,244,541
Special Assessments	0	300,000	300,000
Enterprise	110,181,934	632,000	110,813,934
Internal Service	9,412,172	0	9,412,172
Agency	1,122,947	0	1,122,947
Trust	2,268,884	613,911	2,882,795
Total Appropriation			
All Funds	171,502,631	8,712,315	180,214,946

ORDINANCE NO. 9318 (Cont.)

SECTION 2. The proposed budget statement pursuant to the Nebraska Budget Act, is hereby amended by Addendum #1 attached hereto and approved and adopted for the fiscal year beginning October 1, 2011 and ending September 30, 2012.

SECTION 3. If any section, subsection or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 13, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item F2

#9319 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1

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

Staff Contact: Mary Lou Brown

ORDINANCE NO. 9319

An ordinance to amend Chapter 13 of the Grand Island City Code; to amend Section 3 pertaining to the annual rate of the general license and occupation tax and classification of businesses; to repeal Section 3 as now existing, 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 13-3 of the Grand Island City Code is hereby amended to read as follows:

§13-3. Tax Rate

The annual rate of the general license and occupation tax and classification of businesses shall be as follows:

- (1) \$00.1~~630732~~ per square foot floor space upon all space used for business and professional offices in the district; provided,
- (2) ~~\$89.4686.51~~ minimum annual tax for any single business or professional office should the tax rate under (1) above be less than ~~\$89.4686.51~~.

Amended by Ordinance No. 8839, effective 10-1-2003
Amended by Ordinance No. 8934, effective 10-1-2004
Amended by Ordinance No. 9004, effective 10-1-2005
Amended by Ordinance No. 9139, effective 10-1-2007
Amended by Ordinance No. 9185, effective 10-1-2008
Amended by Ordinance No. 9234, effective 10-1-2009
Amended by Ordinance No. 9270, effective 10-1-2010
Amended by Ordinance No. 9319 effective 10-1-2011

SECTION 2. Section 13-3 as now existing, 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.

ORDINANCE NO. 9319 (Cont.)

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item F3

**#9320 - Consideration of Assessments for Business Improvement
District #4, South Locust Street from Stolley Park Road to Fonner
Park Road**

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

Staff Contact: Mary Lou Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9320

An ordinance to assess and levy a special tax to pay the 2011-2012 revenue year cost of Business Improvement District No. 4 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2011-2012 revenue year cost of Business Improvement District No. 4 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2011-2012 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form	<input type="checkbox"/>	_____
September 8, 2011	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9320 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Westerby/Michael J & Mandy	Janisch Sub Pt Lt 1	677.77
McDermott/Niels C	Brownell Sub XC.0051 AC To ROW Lt 1 XC E 10'	282.39
Wiltgen Corp II	Kirkpatrick Sub Lt 5	398.61
Wiltgen Corp II	Kirkpatrick Sub Lt 6	392.62
Giomaha LLC	Labelindo Second Sub Pt Lt 1 XC 18.3 Ft To City	1,579.63
Zana/James Scott	R & R Sub Pt Lt 1	795.07
Casey's Retail Co	Pleasant Home Sub XC City E 1/2 Of S 1/2 Blk 9	793.15
Locust Street LLC	Pleasant Home Sub XC City Blk 16	1,579.46
Oberg/Danny K	Roepke Sub Pt Lt 2 & Pt Lt 1	872.02
Oberg/Danny K	Roepke Second Sub Pt Lt 1	257.08
Edwards Building Corp	Fonner Sub Lt 1 XC City	847.16
Grand Island Associates LLC	Fonner Fourth Sub Lt 1	2,768.22
5500 L Street Properties Co	Fonner Second Sub XC City Lt 5	1,129.21
5500 L Street Properties Co	Fonner Second Sub XC City Lt 6	2,260.85
Three Circle Irrigation Inc	Fonner Third Sub Pt Lt 1 & Pt Lt 3	1,920.04
Edwards Building Corp	Fonner Third Sub Replatted Pt Lt 3	791.00
Staab/Kenneth W & Rose Mary	Miscellaneous Tracts 21-11-9 XC To City 52' X 257' Pt SE 1/4 SE 1/4	293.69
Staab PH Units LLC	Miscellaneous Tracts 21-11-9 Pt SE 1/4 SE 1/4 .20 AC To City .817 AC	763.26
Reilly/Michael J & Carey M	JNW Sub Lt 1	870.10
Edwards Building Corp	JNW Second Sub Lt 1	936.94
Sax Pizza Of America Inc	Sax'S Second Sub Lt 2	610.71
Braddy/Cindy	Miscellaneous Tracts XC To City 21-11-9 Pt SE 1/4 SE 1/4 .78 AC	764.28
AREC 7, LLC	Miscellaneous Tracts 21-11-9 XC City Pt SE 1/4 SE 1/4 1.17 AC	1,129.89
Sax Pizza Of America Inc	Sax's Second Sub Lt 1	704.50
Goodwill Indust Of Greater Nebr	Goodwill Sixth Sub Lt 2	1,040.96
Hall County Livestock Improvement Assn	Miscellaneous Tracts 22-11-9 To The City Of Grand Island Pt SW 1/4 SW 1/4 & Pt NW 1/4 SW 1/4 XC .15 A City & 1.03 AC Fonner Rd XC .05 AC City XC .98 Ac City 23.97 AC	1,872.64
BYCO Real Estate LLC	R & R Sub Pt Lt 2	787.33
Preferred Enterprises LLC	Fonner Fourth Sub To City ROW Pt Lt 2	847.56
Total Amount		27,966.14

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

ORDINANCE NO. 9320 (Cont.)

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 4".

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

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

Enacted: September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item F4

**#9321 - Consideration of Assessments for Business Improvement
District #6, Second Street**

This item relates to the aforementioned Board of Equalization item D-2.

Staff Contact: Mary Lou Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9321

An ordinance to assess and levy a special tax to pay the 2011-2012 revenue year cost of Business Improvement District No. 6 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2011-2012 revenue year cost of Business Improvement District No. 6 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2011-2012 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney

ORDINANCE NO. 9321 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Library Board Of Grand Island	Arnold & Abbott's Add To The City Of Grand Island All Lts 1-2-3-4 & Pt Lts 5-6-7-8 Blk 17 & Pt Vacated Washington St	-
Millennium Management Group	Arnold & Abbott's Add Lt 5 Xc State Blk 18	133.46
J.J.A. Holdings LLC	Arnold & Abbott's Add Lts 6-7-8 Xc State Blk 18	395.92
JBWS Property Group LLC	Arnold & Abbott's Add Lt 2 XC State Row Blk 20 (Comp Railroad Add)	132.68
GIPH Restaurants LLC	Arnold & Abbott's Add E 60' Lt 3 XC State Row Blk 20 (Comp Fr Lt 4 Co Sub 16-11-9)	119.04
GIPH Restaurants LLC	Arnold & Abbott's Add W 6' Lt 3 & All Lt 4 XC State Row Blk 20 (Comp Fr Lt 4 Co Sub 16-11-9)	145.46
1203 Partnership	Arnold Place Lt 1 XC State Row & All 2 Blk 3	263.68
Grand Island Womans Club Inc	Arnold Place Add To The City Of Grand Island Lts 1 & 2 XC State Blk 4	-
Apfel Funeral Home Inc	Arnold Place Lts 3-4 XC State & All Lt 5 & W 1/3 Lt 6 Blk 4	264.20
McMahon/Brian J & Lori A	Baker's Add Pt W 1/2 Lt 7 & Pt Lt 6 Blk 10	162.30
Watkins/David H & Marilyn E	Baker's Add Pt E 1/2 Lt 7 Blk 10	50.22
Watkins/David H & Marilyn E	Baker's Add Pt Lt 8 Blk 10	105.12
Watkins/David H & Marilyn E	Baker's Add Pt Lt 9 Blk 10	102.96
Hogeland/Andy A	Baker's Add N 128.84' Lt 10 Blk 10	108.40
RSI Inc	Baker's Add Lts 1-2-3-4-5-8-9-10 & E 1/2 Lt 7 & 8' Strip Adj S XC State Blk 11	366.62
Elm Real Estate L C	Baker's Add Lt 6 & W 1/2 Lt 7 XC State Blk 11	161.28
Victoria Land Partners LP	Baker's Add Lts 5-6-7-8-9 XC State Blk 12	528.26
Thepmontri/Meme	Baker's Add N 90.5' Lt 1 XC State Blk 14	108.08
Royle/Tina M	Baker's Add Lt 2 XC State Blk 14	103.94
Samson Trustee/Kelly	Baker's Add Lt 3 XC State Blk 14	103.82
J & B Rentals LLC	Baker's Add Lt 4 XC State Blk 14	102.96
Shuman/Rebecca R	Baker's Add N 1/2 Lt 5 XC State Blk 14	108.40
Sinclair Marketing Inc A Del Corp	Baker's Add Lts 1-2-3 Blk 15 Ex State	315.30
Clark/Robert V & Bonnie	Baker's Add Lt 4 XC State Blk 15	102.96
Daffodil LLC	Baker's Add Lt 5 XC State Blk 15	108.40
Daffodil LLC	Baker's Add Lts 1-2-3-4-5 XC City Blk 16	526.84
Woodward/Craig O	Baker's Add Lts 1 & 2 Blk 17	211.54
Woodward/Craig O	Baker's Add Lt 3 Blk 17	103.94
Leaman/Michael & Ralisa	Baker's Add Lts 4 & 5 Blk 17	211.66
Hardware Land Co Of G I Ltd	Kernohan & Decker's Add All Blk 5 & E 40' Vac Harrison St & Vac Alley	-
Escobar/Dilma E	Kernohan & Decker's Add Lt 4 & Pt Vac Alley Blk 6	-
Escobar/Dilma E	Kernohan & Decker's Add Lt 5 & Pt Vac Alley Blk 6	-
Albright/Cleo E	Kernohan & Decker's Add W 20' Of Lt 6 & All Lt 5 XC State Row Blk 10	172.00

ORDINANCE NO. 9321 (Cont.)

Casey's Retail Co	Kernohan & Decker's Add All Lts 7 & 8 & E 46' Of Lt 6 XC State ROW B~Lk 10 (Comp Pt Lts 7 & 8 Blk 4 Spaulding & Gregg's)~	356.12
Grand Island Properties	Kernohan & Decker's Add N 1/2 Of Lt 1 & All Lts 2, 3, 4, 5, 6, & 7 & Pt Vac Alley & Pt Vac St XC S 10' To City Blk 11	474.24
Folsom/John D & Sallie S	Kernohan & Decker's Add Lt 8 XC Row Blk 11	131.68
Grand Island Properties	Kernohan & Decker's Add Xc City All Blk 12 & W 40' Of Vac Mo XC State	608.96
Nasan LLC	Kernohan & Decker's Add All Lts 1-2-3-4 & Pt Lts 5-6 & 7 & Pt Vac Alley Blk 13	394.94
Five Points Bank	Kernohan & Decker's Add Pt Lt 8 Pt Vac Alley Blk 13	132.30
Johnson/Merleen	Kernohan & Decker's Add W 26' Lt 7 & E 33' Lt 6 Ex State Blk 14	118.00
Real Estate Group Of Grand Island	Kernohan & Decker's Add W 33' Lt 6 Blk 14 Xc State (Comp Blk 51 Packer & Barr's Second Add)	66.88
Johnson/Merleen	Kernohan & Decker's Add Lt 8 & E 40' Lt 7 XC State Row Blk 14	210.28
O'Conner Residential LLC	Kernohan & Decker's Add Fr Lts 1-2-3-4-7 & 8 XC State ROW Blk 15 & Vac Alley (Comp Charles Wasmer's Add Fr Lts 2 Thru 4 & Lts 6 Thru 10 Blk 2 & Vac Alley)	526.14
Autozone Development Corp	Autozone Sub Lt 1 XC ROW	319.34
Video Kingdom Of Grand Island Inc	Autozone Sub Lt 2 XC State ROW	208.66
Walgreen Co An Illinois Corp	Kernohan & Decker's Add Lts 1 & 2 & E 10' Of Lt 3 & Pt Vac St XC State Blk 17	364.00
Walgreen Co An Illinois Corp	Kernohan & Decker's Add Lt 4 XC City & W 56' Lt 3 XC State Blk 17	245.32
Beckman/Dale F & Karleen K	Kernohan & Decker's Add Lt 5 Blk 17	-
Nebr Dist Council Of Assemblies Of	Kernohan & Decker's Add Pt E 2/3 Lt 1 Blk 18	86.98
Nebr Dist Council Of Assemblies Of	Kernohan & Decker's Add Pt Of Pt W 1/3 Of Lt 1 & Pt E 1/3 Of Lt 2 Blk 18	88.00
Walgreen Co An Illinois Corp	Kernohan & Decker's Add W 2/3 Lt 2 & All Lts 3 & 4 & Pt Vac St XC State Blk 18	432.00
Evans/Randy L	Kernohan & Decker's Add Fr Lts 3 & 4 XC State Row Blk 19 (Comp Blk 7 Spaulding & Gregg's Add & Comp Blk 19 Palmer's Sub)	264.42
Mues/Joan A	Koenig & Wiebe's Add E 16' Fr Lt 7 & All Lt 8 Blk 120 (Comp Railroad Add)	-
Real Estate Group Of Grand Island	Packer & Barr's Second Add Lt 5 Blk 51 XC State (Comp Blk 14 Kernohan & Decker's Add)_	131.48
State Of NE Hdq State Patrol &	Packer & Barr's Second Add To The City Of Grand Island Lts 5 & 6 Blk 52 (Comp Baker's Add)	-
State Of Nebr	Packer & Barr's Second Add To The City Of Grand Island Lts 7 & 8 Blk 52	-

ORDINANCE NO. 9321 (Cont.)

Schaffer/David L & Frances F	Railroad Add Lt 5 Blk 114	133.46
Story/Mary	Railroad Add Lt 6 Blk 114	131.56
Wanek/Bonna Barton	Railroad Add Lt 8 Blk 114	131.72
High Road LLC	Railroad Add Lt 1 Blk 115	131.72
Orozco/Rafael B & Rita	Railroad Add Lt 2 Blk 115	132.48
Orozco/Rafael & Rita C	Railroad Add Lt 3 Blk 115	131.72
Raile Properties, L.L.C.	Railroad Add Lt 4 Blk 115	130.74
Raile Properties, L.L.C.	Railroad Add Lts 1 & 2 Blk 117	264.20
Puncochar/Harlan R	Railroad Add E 1/2 Lt 3 Blk 117	64.18
C & A Properties LLC	Railroad Add W 1/2 Lt 3 Blk 117	67.54
Durham/Roberta K & Steven G	Railroad Add Lt 4 Blk 117	131.50
Fowle/Larry W	Railroad Add N 49.5' Lt 5 Blk 117	-
Hernandez/Mirna Y Martinez	Railroad Add S 82.5' Lt 5 Blk 117	-
Overland National Bank	Railroad Add Lt 5 XC State & All Lts 6-7-8 Blk 118	529.12
JBWS Property Group LLC	Railroad Add Lt 1 Blk 120	110.44
City Of Grand Island	Spaulding & Gregg's Add To The City Of Grand Island Pt Lts 5-6-7-Fr 8 & Pt Vac Alley & W 1/2 Vac St Blk 2 (Comp Arnold Place Pt Fr Lt 8 Blk 2)	-
Degen Co A Partnership	Spaulding & Gregg's Add Lts 5-6-7 XC State Row Blk 3	395.92
GI Family Radio Enterprises LLC	Spaulding & Gregg's Add Lt 8 XC State Row Blk 3	133.46
1219 LLC	Spaulding & Gregg's Add Lts 3 & 4 XC State Row Blk 5 (Comp Arnold Place)	264.70
McDonald's Corp	Spaulding & Gregg's Add Lts 1-2-3-4 Blk 6 XC State Row	528.40
Evans/Randy L & Cynthia S	Spaulding & Gregg's Add Lts 1 & 2 XC State Row Blk 7	263.98
Wanek/Bonna Barton	Railroad Add S 88' Lot 7 Blk 114	132.64
Total Amount		14,288.66

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

ORDINANCE NO. 9321 (Cont.)

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 6".

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

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

Enacted: September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item F5

**#9322 - Consideration of Assessments for Business Improvement
District #7, South Locust from Stolley Park Road to Highway 34**

This item relates to the aforementioned Board of Equalization item D-3.

Staff Contact: Mary Lou Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9322

An ordinance to assess and levy a special tax to pay the 2011-2012 revenue year cost of Business Improvement District No. 7 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2011-2012 revenue year cost of Business Improvement District No. 7 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2011-2012 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney

ORDINANCE NO. 9322 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Loney/Jerry L & Janet C	Burch Sub W 273' Lt 1 XC City	840.60
Casey's Retail Company	Burch Sub W 125' Lt 2-3-4 XC City	1,080.12
Williams/Michael S & Sandy S	Burch Sub Lt 5 XC City	718.32
Williams/Michael S & Sandra S	Burch Second Sub Lt 1 XC City	843.00
Eating Establishment/The	Runza Sub Lt 1 XC City	929.16
Shanahan/Bradley L	Holcomb's Highway Homes E 100' Lt 12 XC City & E 100' Lt 13 XC City	1,200.00
Hancock/Robert D	Holcomb's Highway Homes Lt 14 XC City	657.36
Hansen/Ryan & Darcy	Holcomb's Highway Homes Lt 15 XC City	650.64
Mueller/John G & Dianna D	Bartz Sub Lt 1	654.00
Mehring/Donald D	Shovlain Second Sub Lt 3	932.22
Wratten/Calvin J & Donna	Holcomb's Highway Homes S 52' Lt 19 & N 1' Lt 20	313.98
Video Kingdom Of Grand Island Inc	Holcomb's Highway Homes S 108' Lt 20 XC City	654.12
Kershner Properties, LLC	Holcomb's Highway Homes N 60' Lt 22 XC City	355.44
Douthit/Charles A	Holcomb's Highway Homes Lt 21 XC City	654.12
Da-Ly Properties LLC	Holcomb's Highway Homes N 12' Lt 24 XC City & S 98' Lt 23 XC City	660.00
Kershner Properties, LLC	Holcomb's Highway Homes S 49' Lt 22 & N 11' Lt 23 XC City	360.00
Hernandez/Alina	Holcomb's Highway Homes S 97' Lt 24 XC City & N 38' Lt 26 XC City & All 25 XC City	1,463.64
Larsen/Marion D	Holcomb's Highway Homes N 79' Lt 27 XC City & S 71' Lt 26 XC City	900.36
McCloud Super 8 Motel Inc	Matthews Sub Pt Lt 25 XC City	1,484.88
Lawrey/William E & Sandra L	Garrison Sub Lt 1 XC City	1,356.78
City Of Grand Island	Mil-Nic Second Sub To The City Of Grand Island Lt 1	-
Nebraska Mil-Nic	Mil-Nic Second Sub Lt 2	1,641.60
Paulsen And Sons Inc	Roush's Pleasantville Terrace Sub Lts 1 & 28 XC City & All Lts 2-3-26-27	1,200.36
Mehring/Donald D	Shovlain Second Sub Lt 2	720.12
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 1 200' X 400' XC City	1,196.52
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 2 200' X 400' XC City	1,200.24
Equitable Federal Savings	Woodland First Sub Lt 3 XC City	1,200.36
Oberg/Danny K	Woodland First Sub Lt 4 XC City	1,194.24
Wilhelmi/Darryl	Woodland First Sub Lt 5 XC City	1,200.36
Rasmussen Jr/Richard S	Woodland First Sub N 50' Of E 260' Lt 6 XC City	299.10
Pam'S Rentals LLC	Woodland First Sub S 126' Of E 260' Lt 6 XC City	759.78
Alpha Corp	Woodland First Sub E 260' Lt 8 XC City	1,256.70
Stratford Plaza LLC	Woodland Second Sub Lt 11 XC City	3,258.72
Bosselman Inc	Woodland Second Sub Lt 8	896.04
Carpenter Real Estate Inc	Woodland Second Sub Lt 9	900.18
Laub-Otto, LLC	Woodland Second Sub Lt 10	953.34

ORDINANCE NO. 9322 (Cont.)

Rasmussen Jr/Richard S	Woodland Third Sub Lt 1 XC N 25' Of E 260' XC City	449.52
Arp/Dale & Kathleen	Woodland Third Sub N 25' Of E 260' Lt 1 XC City & Lt 2 XC City	749.58
Mcdermott & Miller, P C	Woodridge South Sub Lt 1 XC City	1,515.12
Larsen/Marion D	Woodridge South Sub Lt 2 XC City	652.08
South Pointe Development Llc	South Pointe Sub Lt 1	1,472.22
Milton Motels Llc	Miscellaneous Tracts 27-11-9 Pt N 1/2 SW 1/4 SW 1/4 3.03 A	3,024.00
Platte Valley State Bank & Community Redevelopment Authority	Equestrian Meadows Sub Lt 1	1,069.32
Robb/Theodore J	Desert Rose Sub Pt Lt 1 XC City	2,566.98
	Miscellaneous Tracts 27-11-9 Pt NW 1/4 SW 1/4 XC City 5.08 Ac	2,016.06
MIK LLC	Miscellaneous Tracts 27-11-9 Pt NW 1/4 SW 1/4 Pt Lt 4 Island XC City 4.85 Ac	1,903.62
French/John L & Beth A	Knox Sub Lot 1 XC City	838.98
All Faiths Funeral Home LLC	Miscellaneous Tracts 27-11-9 Pt NW 1/4 NW 1/4 SW 1/4 2.34 Ac	1,440.00
Pharmacy Properties Llc	Equestrian Meadows Sub Lt 2	869.94
Willis/Ronald J & Lori D	Miscellaneous Tracts 28-11-9 Pt NE 1/4 NE 1/4 XC City .445 Ac	600.00
Robb/Mason D	Knox Third Sub Lt 2 XC City	792.24
Robb/Ted	Knox Third Sub Lt 3 XC City	462.36
Oreilly Automotive Inc	Runza Sub Lt 2 XC City	933.84
Robb/Mason D	Knox Third Sub Lt 1 XC City	924.90
Faulkner/Mark A & Suzanne G	Equestrian Meadows Sub Lt 3	1,105.08
Milton Motels LLC	Vanosdall Sub Lt 1	484.56
Wayne Vanosdall Sanitation	Vanosdall Sub Lt 2	425.58
Total Amount		58,882.38

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 7".

ORDINANCE NO. 9322 (Cont.)

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

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

Enacted: September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item F6

#9323 - Consideration of Assessments for Business Improvement District #8, Downtown

This item relates to the aforementioned Board of Equalization item D-4.

Staff Contact: Mary Lou Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9323 (A)

An ordinance to assess and levy a special tax to pay the 2011-2012 revenue year cost of Business Improvement District No. 8 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2011-2012 revenue year cost of Business Improvement District No. 8 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2011-2012 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney

ORDINANCE NO. 9323 (A) (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	26.41
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	1,144.51
Windstream Nebraska, Inc	Centrally Assessed	-
Qwest Cooperation	Centrally Assessed	2,738.36
AT & T Communications	Centrally Assessed	34.25
NE Colorado Cellular Inc	Centrally Assessed	16.92
Sprint Nextel Wireless	Centrally Assessed	138.80
USCOC Of Nebraska/Kansas DBA US Cellular	Centrally Assessed	2,548.67
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Hastings State Bank	Original Town N 100.5' E 2/3 Lt 1 Blk 54	279.52
Hastings State Bank	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	67.14
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.24
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	541.43
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	445.60
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	81.76
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	66.71
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	151.17
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	163.26
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	370.86
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	297.88
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	289.99
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 XC 15' X 15' X 15' Sold To City Blk 54	678.57
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	462.66
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	308.97
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	95.16
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	356.90
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	48.35
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	112.00
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	232.98
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	181.35
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	137.55
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	215.01
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	788.22
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	150.95

ORDINANCE NO. 9323 (A) (Cont.)

T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	151.25
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	426.75
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	162.47
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.57
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.46
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.12
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	263.39
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	428.50
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	309.96
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	353.00
Downtown Center LLC	Original Town Lt 8 Blk 56	2,207.09
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	565.13
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
JEO Building Company	Original Town Lt 7 Blk 57	888.41
Overland Building Corp	Original Town Lt 8 Blk 57	1,095.36
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	313.87
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	110.15
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,505.71
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	116.94
Stelk/Mark D	Jensen Sub Lt 1	146.18
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	226.05
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	311.56
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	97.23
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	98.14
Stelk/Mark D	Prensa Latina Sub Lt 4	304.29
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	167.51
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	355.60
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.04
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	159.15
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	162.97
Gary & Billie Berta	Original Town Lt 5 Blk 59	243.50
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	173.88
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	172.98
Alexander Enterprises Llc	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.16
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	170.86
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	491.97
CKP LLC	Original Town Lts 1 & 2 Blk 60	475.36
CKP LLC	Original Town Lt 3 Blk 60	112.60
Business Properties	Original Town Lt 4 Blk 60	262.53
618 W 3rd St LLC	Original Town Lts 5 & 6 Blk 60	696.12
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	535.66
Abjal LLC	Original Town Lts 1 & 2 Blk 61	748.22
Abjal LLC	Original Town Lts 3 & 4 Blk 61	684.87

ORDINANCE NO. 9323 (A) (Cont.)

Jones/Michael E & Joan M	Original Town Lt 5 Blk 61	666.22
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	765.51
Baasch/Richard H & Arlene M	Original Town S 44' Lt 1 Blk 62	184.28
Cedar Street Properties LLC	Original Town N 88' Lt 1 Blk 62	486.14
Cedar Street Properties LLC	Original Town Lt 2 Blk 62	275.88
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
DMBG Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	147.03
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	81.50
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	227.50
Vogel Enterprises Ltd an IA Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	59.79
Vogel Enterprises Ltd an IA Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	357.91
Wardens & Vestrymen Of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,081.59
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	346.84
Miller/Marlyn J	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	251.24
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	379.63
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	261.42
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	143.80
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	184.52
Glade Inc	Original Town E 44' Lt 2 Blk 64	258.04
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	196.28
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	179.35
Munoz/Juan A	Original Town W 2/3 Lt 3 Blk 64	159.82
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	847.70
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Kissler/Vicki L	Original Town N 22' Lt 8 Blk 64	172.15
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	168.38
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	175.33
City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	206.77
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	158.41
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	149.32
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	234.52
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	154.73

ORDINANCE NO. 9323 (A) (Cont.)

Iglesia Evangelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	135.62
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	273.55
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	170.78
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	221.86
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	129.76
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	276.08
J & B Rentals Llc	Original Town W 1/3 Lt 6 Blk 65	84.59
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	161.96
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	156.99
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	48.05
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 XC N 6' S 31.1' E 40' Lt 8 Blk 65	165.93
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	272.54
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	214.19
Garcia/Juan F & Maria DeJesus Cont/James Berglund	Original Town Lts 1 & 2 Blk 66	771.37
Bodie/Ronald E	Original Town W 2/3 Lt 3 Xc W 17.5' Of S 44' Blk 66	242.94
Vipperman John F	Original Town E 1/3 Lt 3 Blk 66	221.12
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	227.35
Vejvoda/J Gary	Original Town N 88' C 1/3 Lt 4 Blk 66	282.20
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	113.69
The Retzler Development Group, LLC	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	284.93
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	501.81
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	261.07
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	265.60
Procon Management Inc	Original Town Lt 8 Blk 66	3,006.52
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,472.14
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	2,351.89
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	122.35
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	249.34
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	252.73
Plate/Tim C	Original Town Lt 8 Blk 68	259.55
Gulzow/Wilhelm R	Original Town Lt 1 Blk 77	80.32
Douthit/Donna M	Original Town Lt 2 Blk 77	66.74
Douthit/Donna M	Original Town Lts 3 & 4 Blk 77	1,484.29
City Of Grand Island	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-

ORDINANCE NO. 9323 (A) (Cont.)

City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	340.09
Equitable Bldg & Loan Assn Of GI	Original Town Lt 2 Blk 79	101.53
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,323.74
Equitable Bldg & Loan Assn Of GI	Original Town N 26' 10.5 Lt 8 Blk 79	26.06
Equitable Bldg & Loan Assn Of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	14.94
Equitable Bldg & Loan Assn Of GI	Original Town S 88' Lt 8 Blk 79	90.44
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	177.54
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	128.32
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	254.57
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	239.27
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Chamber Of Commerce Of Gi Inc	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	152.52
Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Reed/James S & Precious A	Original Town C 1/3 Lt 3 Blk 81	239.74
Krauss/Ronald C & Vada M	Original Town W 1/3 Lt 3 & All 4 Blk 81	455.38
Walnut Street Partnership	Original Town Lt 5 Blk 81	427.90
Walnut Street Partnership	Original Town Lt 6 Blk 81	173.85
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	840.56
Wheeler St Partnership	Original Town N 1/3 Lt 8 Blk 81	242.97
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	81.99
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	264.33
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	81.99
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	270.59
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,682.08
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	380.67
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	974.30
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	163.34
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	176.77
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	243.66
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	279.42
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	130.56
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	189.68
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	486.08
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	182.86
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	464.12
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	288.25

ORDINANCE NO. 9323 (A) (Cont.)

City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	312.53
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 Xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	87.11
Schroeder/David T & Patricia A	Campbell's Sub W 75' 4 Lts 1-2-3	270.53
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	162.04
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	232.21
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	212.52
Hill/David C	Campbell's Sub Lts 12 & 13	276.87
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	287.26
Campbell/Hunter AH & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	258.11
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	222.71
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	123.88
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	488.24
Ummel Jr/Tommy L	Hann's Fifth Sub Lt 2	181.26
Mueller/Robert J	Hann's Fifth Sub Lt 1	117.43
Two Brothers Inc	Hann's 3rd Add W 111' X 118' Blk 5	440.31
Rosales-Monzon/Carlos A	Hann's 3rd Add N 52.5' Of E 91.9' Of Blk 5	237.66
Royle/Larry E	Hann's 3rd Add E 56' Of W 174' Of Blk 5	158.78
Valenzuela/Linda L	Hann's 3rd Add S 58.5' Of E 91.9' Of Blk 5	229.27
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	267.57
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	21.76
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	281.61

ORDINANCE NO. 9323 (A) (Cont.)

Carlson/Arvid C	Railroad Add Lt 2 Blk 98	112.41
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	154.85
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	169.42
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	90.44
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	165.09
Plate/Tim C	Railroad Add Lt 5 Blk 98	504.92
Plate/Tim C	Railroad Add Lt 6 Blk 98	224.77
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	205.03
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	439.06
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	115.87
Fox Family LLC	Railroad Add Lt 3 Blk 105	205.04
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	368.09
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 Xc City Blk 105	975.52
Contryman & Asso A Co-Partnership	Railroad Add Lts 1 & 2 Blk 106	362.09
C & S Group LLC	Railroad Add Lt 3 Blk 106	189.48
Fernandez/Guadalupe & Pedro	Railroad Add Lt 4 Blk 106	226.13
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	355.94
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	176.99
Brown/Joseph M & Lori Jean	Railroad Add S 2/3 Lt 5 Blk 107	329.33
Brown/Joseph M & Lori Jean	Railroad Add N 1/3 Lt 5 Blk 107	145.28
Fox/Charles E & Mary A	Railroad Add Lt 6 Blk 107	260.30
Fox/Charles E & Mary A	Railroad Add Lt 7 Xc N 60' Of E 22' & Xc E 29.54' Of S 71.50' Blk 107	189.88
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	305.96
Clinch/Barbara J	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	257.48
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	460.65
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	194.85
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	560.45
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	129.19
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	75.21
LBE Family Limited Partnership	Railroad Add Lt 6 Blk 108	179.39
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	559.60
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	196.94
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	124.07
J & B Rentals, LLC	Railroad Add E 59.5' Lt 3 Blk 109	135.97
J & B Rentals, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	67.76
Mcshannon/Roger L & Sharon K	Railroad Add E 52' 11" Of Lt 5 & All Lt 6 Blk 109	209.65
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	651.55
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-

ORDINANCE NO. 9323 (A) (Cont.)

Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	152.41
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	159.16
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	143.10
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	206.93
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	514.95
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	461.66
DEVCO Investment Corporation	The Yancy, A Condominium Unit 301	98.15
George/Mollie Jo	The Yancy, A Condominium Unit 302	71.28
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	101.38
Zins/William L	The Yancy, A Condominium Unit 304	93.42
Teng/Irene	The Yancy, A Condominium Unit 305	-
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	72.44
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 402	82.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 403	79.35
Jones/Michael D	The Yancy, A Condominium Unit 404	131.23
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	79.74
Powers/Yolanda L	The Yancy, A Condominium Unit 406	112.48
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	123.50
Luce/Eric D	The Yancy, A Condominium Unit 501	104.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	84.94
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	79.41
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 504	100.21
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	79.80
Cieloha/Robert A	The Yancy, A Condominium Unit 506	78.80
Davis/Kelvin Paul & Bonnie Diane	The Yancy, A Condominium Unit 507	127.27
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	73.16
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 602	85.09
O'Neill/Colleen A	The Yancy, A Condominium Unit 603	114.01
Clyne/Thomas B	The Yancy, A Condominium Unit 604	91.86
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	79.89
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	79.02
Arp/Charmaine L	The Yancy, A Condominium Unit 607	83.57
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	79.99
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	85.20
Johnson/Richard A & Margaret A	The Yancy, A Condominium Unit 703	79.64
Burtscher/Art N & Jan L	The Yancy, A Condominium Unit 704	131.51
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	87.86
Long/Clifton J	The Yancy, A Condominium Unit 706	78.79
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	73.30

ORDINANCE NO. 9323 (A) (Cont.)

Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	85.29
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	93.25
Chase/Charles D	The Yancy, A Condominium Unit 804	150.69
Alexander/Wendy L	The Yancy, A Condominium Unit 805	68.96
Nelson/Jack L	The Yancy, A Condominium Unit 806	85.73
Nissen/James F	The Yancy, A Condominium Unit 901	73.33
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	85.34
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	93.30
Atkins/Ann C	The Yancy, A Condominium Unit 904	137.55
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	98.57
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	140.01
Todd/Linda M	The Yancy, A Condominium Unit 1001	80.16
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	85.37
Gillam/Jeremy S & Jack L	The Yancy, A Condominium Unit 1003	93.36
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	180.40
Megard/Ruth E	The Yancy, A Condominium Unit 1005	99.78
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Tooley/John Patrick	The Yancy, A Condominium Unit 1101	-
Clare/Linda L	The Yancy, A Condominium Unit 1102	85.46
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Hill/Casey N	The Yancy, A Condominium Unit 1104	143.34
Boley/Loren E	The Yancy, A Condominium Unit 1105	99.92
Pierorazio/Daria A	The Yancy, A Condominium Unit 1106	147.25
Home Federal Savings & Loan Assn	Hann'S Fourth Add Lt 3	1,758.42
Artvest III	The Yancy, A Condominium Unit 002	10.97
Artvest III	The Yancy, A Condominium Unit 001	39.65
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	52.28
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	34.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	55.79
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	140.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	105.72
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	358.20
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	89.50
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
Grand Island/City Of	Westervelts Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell'S Sub To The City Of Grand Island Lts 10 & 11	87.99
Total Amount		89,691.84

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within

ORDINANCE NO. 9323 (A) (Cont.)

fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District No. 8".

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

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

Enacted: September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9323 (B)

An ordinance to assess and levy a special tax to pay the 2011-2012 revenue year cost of Business Improvement District No. 8 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2011-2012 revenue year cost of Business Improvement District No. 8 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2011-2012 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney

ORDINANCE NO. 9323 (B) (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	26.41
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	1,144.51
Windstream Nebraska, Inc	Centrally Assessed	-
Qwest Cooperation	Centrally Assessed	2,738.36
AT & T Communications	Centrally Assessed	34.25
NE Colorado Cellular Inc	Centrally Assessed	16.92
Sprint Nextel Wireless	Centrally Assessed	138.80
USCOC Of Nebraska/Kansas DBA US Cellular	Centrally Assessed	2,548.67
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Hastings State Bank	Original Town N 100.5' E 2/3 Lt 1 Blk 54	279.52
Hastings State Bank	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	67.14
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.24
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	541.43
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	445.60
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	81.76
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	66.71
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	151.17
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	163.26
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	370.86
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	297.88
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	289.99
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 XC 15' X 15' X 15' Sold To City Blk 54	678.57
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	462.66
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	308.97
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	95.16
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	356.90
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	48.35
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	112.00
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	232.98
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	181.35
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	137.55
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	215.01
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	788.22
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	150.95

ORDINANCE NO. 9323 (B) (Cont.)

T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	151.25
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	426.75
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	162.47
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.57
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.46
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.12
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	263.39
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	428.50
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	309.96
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	353.00
Downtown Center LLC	Original Town Lt 8 Blk 56	2,207.09
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	565.13
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
JEO Building Company	Original Town Lt 7 Blk 57	888.41
Overland Building Corp	Original Town Lt 8 Blk 57	1,095.36
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	313.87
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	110.15
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,505.71
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	116.94
Stelk/Mark D	Jensen Sub Lt 1	146.18
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	226.05
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	311.56
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	97.23
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	98.14
Stelk/Mark D	Prensa Latina Sub Lt 4	304.29
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	167.51
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	355.60
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.04
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	159.15
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	162.97
Gary & Billie Berta	Original Town Lt 5 Blk 59	243.50
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	173.88
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	172.98
Alexander Enterprises Llc	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.16
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	170.86
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	491.97
CKP LLC	Original Town Lts 1 & 2 Blk 60	475.36
CKP LLC	Original Town Lt 3 Blk 60	112.60
Business Properties	Original Town Lt 4 Blk 60	262.53
618 W 3rd St LLC	Original Town Lts 5 & 6 Blk 60	696.12
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	535.66
Abjal LLC	Original Town Lts 1 & 2 Blk 61	748.22
Abjal LLC	Original Town Lts 3 & 4 Blk 61	684.87

ORDINANCE NO. 9323 (B) (Cont.)

Jones/Michael E & Joan M	Original Town Lt 5 Blk 61	666.22
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	765.51
Baasch/Richard H & Arlene M	Original Town S 44' Lt 1 Blk 62	184.28
Cedar Street Properties LLC	Original Town N 88' Lt 1 Blk 62	486.14
Cedar Street Properties LLC	Original Town Lt 2 Blk 62	275.88
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
DMBG Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	147.03
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	81.50
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	227.50
Vogel Enterprises Ltd an IA Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	59.79
Vogel Enterprises Ltd an IA Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	357.91
Wardens & Vestrymen Of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,081.59
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	346.84
Miller/Marlyn J	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	251.24
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	379.63
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	373.46
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	143.80
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	184.52
Glade Inc	Original Town E 44' Lt 2 Blk 64	258.04
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	196.28
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	179.35
Munoz/Juan A	Original Town W 2/3 Lt 3 Blk 64	159.82
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	847.70
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Kissler/Vicki L	Original Town N 22' Lt 8 Blk 64	172.15
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	168.38
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	175.33
City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	206.77
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	158.41
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	149.32
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	234.52
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	154.73

ORDINANCE NO. 9323 (B) (Cont.)

Iglesia Evangelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	135.62
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	273.55
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	170.78
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	221.86
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	129.76
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	276.08
J & B Rentals Llc	Original Town W 1/3 Lt 6 Blk 65	84.59
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	161.96
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	156.99
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	48.05
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 XC N 6' S 31.1' E 40' Lt 8 Blk 65	165.93
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	272.54
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	214.19
Garcia/Juan F & Maria DeJesus Cont/James Berglund	Original Town Lts 1 & 2 Blk 66	771.37
Bodie/Ronald E	Original Town W 2/3 Lt 3 Xc W 17.5' Of S 44' Blk 66	242.94
Vipperman John F	Original Town E 1/3 Lt 3 Blk 66	221.12
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	227.35
Vejvoda/J Gary	Original Town N 88' C 1/3 Lt 4 Blk 66	282.20
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	113.69
The Retzler Development Group, LLC	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	284.93
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	501.81
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	261.07
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	265.60
Procon Management Inc	Original Town Lt 8 Blk 66	3,006.52
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,472.14
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	2,351.89
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	122.35
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	249.34
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	252.73
Plate/Tim C	Original Town Lt 8 Blk 68	259.55
Gulzow/Wilhelm R	Original Town Lt 1 Blk 77	80.32
Douthit/Donna M	Original Town Lt 2 Blk 77	66.74
Douthit/Donna M	Original Town Lts 3 & 4 Blk 77	1,484.29
City Of Grand Island	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-

ORDINANCE NO. 9323 (B) (Cont.)

City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	340.09
Equitable Bldg & Loan Assn Of GI	Original Town Lt 2 Blk 79	101.53
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,323.74
Equitable Bldg & Loan Assn Of GI	Original Town N 26' 10.5 Lt 8 Blk 79	26.06
Equitable Bldg & Loan Assn Of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	14.94
Equitable Bldg & Loan Assn Of GI	Original Town S 88' Lt 8 Blk 79	90.44
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	177.54
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	128.32
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	254.57
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	239.27
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Chamber Of Commerce Of Gi Inc	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	152.52
Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Reed/James S & Precious A	Original Town C 1/3 Lt 3 Blk 81	239.74
Krauss/Ronald C & Vada M	Original Town W 1/3 Lt 3 & All 4 Blk 81	455.38
Walnut Street Partnership	Original Town Lt 5 Blk 81	427.90
Walnut Street Partnership	Original Town Lt 6 Blk 81	173.85
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	840.56
Wheeler St Partnership	Original Town N 1/3 Lt 8 Blk 81	242.97
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	81.99
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	264.33
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	81.99
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	270.59
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,682.08
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	380.67
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	974.30
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	163.34
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	176.77
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	243.66
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	279.42
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	130.56
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	189.68
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	486.08
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	182.86
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	464.12
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	288.25

ORDINANCE NO. 9323 (B) (Cont.)

City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	312.53
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 Xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	87.11
Schroeder/David T & Patricia A	Campbell's Sub W 75' 4 Lts 1-2-3	270.53
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	162.04
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	232.21
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	212.52
Hill/David C	Campbell's Sub Lts 12 & 13	276.87
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	287.26
Campbell/Hunter AH & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	258.11
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	222.71
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	123.88
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	488.24
Ummel Jr/Tommy L	Hann's Fifth Sub Lt 2	181.26
Mueller/Robert J	Hann's Fifth Sub Lt 1	117.43
Two Brothers Inc	Hann's 3rd Add W 111' X 118' Blk 5	440.31
Rosales-Monzon/Carlos A	Hann's 3rd Add N 52.5' Of E 91.9' Of Blk 5	237.66
Royle/Larry E	Hann's 3rd Add E 56' Of W 174' Of Blk 5	158.78
Valenzuela/Linda L	Hann's 3rd Add S 58.5' Of E 91.9' Of Blk 5	229.27
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	267.57
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	21.76
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	281.61

ORDINANCE NO. 9323 (B) (Cont.)

Carlson/Arvid C	Railroad Add Lt 2 Blk 98	112.41
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	154.85
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	169.42
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	90.44
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	165.09
Plate/Tim C	Railroad Add Lt 5 Blk 98	504.92
Plate/Tim C	Railroad Add Lt 6 Blk 98	224.77
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	205.03
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	439.06
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	115.87
Fox Family LLC	Railroad Add Lt 3 Blk 105	205.04
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	368.09
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 Xc City Blk 105	975.52
Contryman & Asso A Co-Partnership	Railroad Add Lts 1 & 2 Blk 106	362.09
C & S Group LLC	Railroad Add Lt 3 Blk 106	189.48
Fernandez/Guadalupe & Pedro	Railroad Add Lt 4 Blk 106	323.04
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	355.94
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	176.99
Brown/Joseph M & Lori Jean	Railroad Add S 2/3 Lt 5 Blk 107	329.33
Brown/Joseph M & Lori Jean	Railroad Add N 1/3 Lt 5 Blk 107	145.28
Fox/Charles E & Mary A	Railroad Add Lt 6 Blk 107	260.30
Fox/Charles E & Mary A	Railroad Add Lt 7 Xc N 60' Of E 22' & Xc E 29.54' Of S 71.50' Blk 107	189.88
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	305.96
Clinch/Barbara J	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	257.48
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	460.65
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	194.85
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	560.45
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	129.19
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	75.21
LBE Family Limited Partnership	Railroad Add Lt 6 Blk 108	179.39
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	559.60
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	196.94
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	124.07
J & B Rentals, LLC	Railroad Add E 59.5' Lt 3 Blk 109	135.97
J & B Rentals, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	67.76
Mcshannon/Roger L & Sharon K	Railroad Add E 52' 11" Of Lt 5 & All Lt 6 Blk 109	209.65
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	651.55
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-

ORDINANCE NO. 9323 (B) (Cont.)

Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	152.41
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	159.16
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	143.10
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	206.93
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	514.95
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	461.66
DEVCO Investment Corporation	The Yancy, A Condominium Unit 301	98.15
George/Mollie Jo	The Yancy, A Condominium Unit 302	71.28
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	101.38
Zins/William L	The Yancy, A Condominium Unit 304	93.42
Teng/Irene	The Yancy, A Condominium Unit 305	-
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	72.44
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 402	82.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 403	79.35
Jones/Michael D	The Yancy, A Condominium Unit 404	131.23
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	79.74
Powers/Yolanda L	The Yancy, A Condominium Unit 406	112.48
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	123.50
Luce/Eric D	The Yancy, A Condominium Unit 501	104.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	84.94
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	79.41
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 504	100.21
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	79.80
Cieloha/Robert A	The Yancy, A Condominium Unit 506	112.57
Davis/Kelvin Paul & Bonnie Diane	The Yancy, A Condominium Unit 507	127.27
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	73.16
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 602	85.09
O'Neill/Colleen A	The Yancy, A Condominium Unit 603	114.01
Clyne/Thomas B	The Yancy, A Condominium Unit 604	91.86
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	79.89
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	79.02
Arp/Charmaine L	The Yancy, A Condominium Unit 607	119.38
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	79.99
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	85.20
Johnson/Richard A & Margaret A	The Yancy, A Condominium Unit 703	79.64
Burtscher/Art N & Jan L	The Yancy, A Condominium Unit 704	131.51
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	87.86
Long/Clifton J	The Yancy, A Condominium Unit 706	78.79
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	73.30

ORDINANCE NO. 9323 (B) (Cont.)

Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	85.29
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	93.25
Chase/Charles D	The Yancy, A Condominium Unit 804	150.69
Alexander/Wendy L	The Yancy, A Condominium Unit 805	98.51
Nelson/Jack L	The Yancy, A Condominium Unit 806	85.73
Nissen/James F	The Yancy, A Condominium Unit 901	73.33
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	85.34
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	93.30
Atkins/Ann C	The Yancy, A Condominium Unit 904	137.55
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	98.57
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	140.01
Todd/Linda M	The Yancy, A Condominium Unit 1001	80.16
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	85.37
Gillam/Jeremy S & Jack L	The Yancy, A Condominium Unit 1003	93.36
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	180.40
Megard/Ruth E	The Yancy, A Condominium Unit 1005	99.78
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Tooley/John Patrick	The Yancy, A Condominium Unit 1101	-
Clare/Linda L	The Yancy, A Condominium Unit 1102	85.46
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Hill/Casey N	The Yancy, A Condominium Unit 1104	143.34
Boley/Loren E	The Yancy, A Condominium Unit 1105	99.92
Pierorazio/Daria A	The Yancy, A Condominium Unit 1106	147.25
Home Federal Savings & Loan Assn	Hann'S Fourth Add Lt 3	1,758.42
Artvest III	The Yancy, A Condominium Unit 002	10.97
Artvest III	The Yancy, A Condominium Unit 001	39.65
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	52.28
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	34.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	55.79
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	140.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	105.72
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	358.20
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	89.50
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
Grand Island/City Of	Westervelts Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell'S Sub To The City Of Grand Island Lts 10 & 11	87.99
Total Amount		89,999.92

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within

ORDINANCE NO. 9323 (B) (Cont.)

fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District No. 8".

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

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

Enacted: September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item F7

#9324 - Consideration of Creation of Sanitary Sewer District No. 529; Westwood Park Subdivision

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 13, 2011

Subject: Consideration of Creation of Sanitary Sewer District No. 529;
Westwood Park Subdivision

Item #'s: F-7

Presenter(s): John Collins, Public Works Director

Background

Council action is needed to create a sanitary sewer district. The boundary for the proposed district was selected in order to serve the remainder of the Westwood Park Subdivision (see attached sketch). A petition for sanitary sewer with the above district was circulated in the area and signed by 22 residents.

Discussion

If the district is created, a notice will be mailed to all affected property owners, a 30-day protest period allowed and an open house meeting held to review the project with property owners. The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district.

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 creation of Sanitary Sewer District No. 529. A ten (10) year assessment period is recommended.

Sample Motion

Move to approve the resolution.

weetwood
cullenwood
Driftwood



PETITION FOR CREATION OF SANITARY SEWER DISTRICT

RETURN TO: PUBLIC WORKS DEPARTMENT
PO BOX 1968
GRAND ISLAND, NE 68802-1968

We, the undersigned, petition the Mayor and the Council to create a sanitary sewer district to serve our properties.

We hereby expressly consent that the City of Grand Island, for the purpose of surveying and construction of such sanitary sewer main, may pass along and across the immediate area of our property, and we grant the City of Grand Island, insofar as is reasonably necessary, the right to place soil, dirt and sand necessarily excavated in such construction upon the parts of our land abutting upon such construction for and during the period of construction.

We hereby severally waive all claims for damages reasonably resulting from construction of such sanitary sewer main and from damage or destruction to trees or shrubbery.

We petition creation of a sanitary sewer district to serve the following properties and agree that the cost of construction of this district will be assessed against the abutting properties.

NAME

ADDRESS

1 (GLEN K. GRUBBS	827 DRIFTWOOD CT.
JANICE K GRUBBS	827 DRIFTWOOD CT
1 (Tim Wojcik	4027 Driftwood DR
Kaylyn Wojcik	4027 Driftwood DR
Jane Clamphill	4028 Driftwood DR
Burt	4034 - Driftwood DR
1 (Duke Zolha	706 Sweetwood Dr.
Brian Zolha	706 Sweetwood DR.
Shirley F. Zolha	718 Sweetwood Dr.
A Roy Wood	823 Sweetwood Dr
Lisa Hoffman	817 Sweetwood Dr
Robert J. Zolha	4007 Driftwood Dr
Khan Khan	4004 Driftwood Dr

Robert Levine 818 North Rd.
Karen Wakehouse 828 Drywood Ct.
Anthony Bick 830 N North Rd
Wm Spring 811 Sweetwood
Dan Barnes 4015 Dr. Howard



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PO BOX 1968
GRAND ISLAND, NE 68802-1968**

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We hereby severally waive all claims for damages reasonably resulting from construction of such sanitary sewer main and from damage or destruction to trees or shrubbery.

We petition creation of a sanitary sewer district to serve the following properties and agree that the cost of construction of this district will be assessed against the abutting properties.

<u>NAME</u>	<u>ADDRESS</u>
Kerri Blackburn	624 Sweetwood
Loni Earnest	4035 Greenwood
Richard Frew	4028 Greenwood
Deborah Kerle	4022 Greenwood Dr.
Matt Kaul	4022 Greenwood Dr.
Chad Zuby	4017 Greenwood Dr.
Quinta Billington	712 Sweetwood Dr.
Robert Billington	712 Sweetwood Dr.

↓ SAME PERSON ↓
Tim Zuehlke Jim Zuehlke for City 4011 Greenwood Dr
Sewer

Public Works

Paul

2 Sewer for Driftwood
Sweetwood
Greenwood

ORDINANCE NO. 9324

An ordinance creating Sanitary Sewer District No. 529 of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the assessment of special taxes for constructing such sewer and collection thereof; and providing 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. Sanitary Sewer District No. 529 is hereby created for the construction of an eight (8.0) inch sanitary sewer main and appurtenances thereto for Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-

ORDINANCE NO. 9324 (Cont.)

Six (46), Forty-Seven (47), Westwood Park Subdivision in the City of Grand Island, Hall County Nebraska; and Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

Beginning at the northeast corner of Lot 1, Westwood Park Subdivision, then southerly on the east line of Lots 1, 45, 46, 47 and an extension thereof to the southeast corner of Lot 47, thence easterly on an extension of the south line of said Lot 47, Westwood Park Subdivision to a point 33' west of the east line of Section 14-11-10 said point being on the west line of North Road, thence south on the west line of North Road for a distance of 300', thence westerly on a line south of and parallel to the south line of Lots 42 & 47, Westwood Park Subdivision for a distance of 300', thence northerly on a line 300' west of and parallel to the west line of North Road for a distance of 300' to the south line of Lot 42, Westwood Park Subdivision, thence westerly on the southerly line of Lots 41 & 42, Westwood Park Subdivision, to the southwest corner of said Lot 41, Westwood Park Subdivision, said point being on the east line of Lot 36, Westwood Park Subdivision, thence southerly on the east line of Lots 30, 31, 32, 33, 34, 35, & 36, Westwood Park Subdivision to the northwest corner of Lot 28, Westwood Park Subdivision, thence easterly on the north line of Lots 24, 25, 26, 27, & 28, Westwood Park Subdivision, and an extension thereof to a point on the east line of Section 14-11-10, said line also being the east line of Westwood Park Subdivision, thence southerly on the east line of Westwood Park Subdivision to the southeast corner of Westwood Park Subdivision, thence west on the south line of Lots 19, 20, 21, 22, & 23, Westwood Park Subdivision and an extension thereof to the southwest corner of Lot 19, Westwood Park Subdivision, thence north on the west line of Lot 19, Westwood Park Subdivision, to the southeast corner of Lot 18, Westwood Park Subdivision, thence west on the south line of Lot 18, Westwood Park Subdivision, to the east line of Sweetwood Drive, thence southerly on the east line of Sweetwood Drive for a distance of 19', thence westerly on the south line of Lot 17, Westwood Park Subdivision, and an extension thereof to the southwest corner of Lot 17, Westwood Park Subdivision, thence northerly on the west line of Lots 13, 14, 15, 16, & 17, and an extension thereof to the north line of Elmwood Drive, thence easterly on the north line of Elmwood Drive to the southwest corner of Lot 12, Westwood Park Subdivision, thence northerly on the west line of Lot 12, Westwood Park Subdivision, to the northwest corner of Lot 12, Westwood Park Subdivision, thence east on the north line of Lot 12, Westwood Park Subdivision, to the southwest corner of Lot 11, Westwood Park Subdivision, thence northerly on the west line of Lot 10 & 11, and an extension thereof to the northwest corner of Lot 10, Westwood Park Subdivision, thence east on the north line of Lot 10, Westwood Park Subdivision, to the west line of Sweetwood Drive, thence north on the west line of Sweetwood Drive, to the north line of Driftwood Drive, thence east on the north line of Driftwood Drive to the southwest corner of Lot 7, Westwood Park Subdivision,

ORDINANCE NO. 9324 (Cont.)

thence north on the west line of Lot 7, Westwood Park Subdivision to the north line of Westwood Park Subdivision, thence easterly on the north line of Westwood Park Subdivision to the point of beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications prepared by the Engineer for the City who shall estimate the costs thereof, and submit the same to the City Council, and thereafter, bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such sanitary sewer main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the sanitary sewer main in such district. No property thus benefited by sanitary sewer main improvements shall be connected to the sanitary sewer main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

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, a legal newspaper published and of general circulation in said City, as provided by law.

ORDINANCE NO. 9324 (Cont.)

Enacted: September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item F8

#9325 - Consideration of Granting a Temporary Construction Easement to Burlington Northern Santa Fe (BNSF) on City Owned Property Located West of Webb Road and North of BNSF Railroad Tracks

Staff Contact: Robert Sivick

Council Agenda Memo

From: Chad Nabity, Regional Planning Director
Tim Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting: September 13, 2011

Subject: BNSF Double Track Project - Ordinance for Temporary Construction Easement

Item #'s: F-8

Presenter(s): Chad Nabity, Regional Planning Director
Collin Stevens, BNSF

Background

In 1993 the Burlington Northern Santa Fe Railroad (BNSF) executed agreements to provide for the construction of a railroad grade separation project to carry a single track over Union Pacific track in Grand Island, Nebraska. The project was to eliminate at-grade crossings at Capitol Avenue, 18th, 10th, 7th and 4th streets.

BNSF rail traffic has developed to the point where BNSF now wishes to expand the grade separation project to allow for a double track for BNSF traffic in Grand Island, Nebraska and this development will impact City of Grand Island property.

Discussion

A temporary construction easement is required in the Northeast Quarter of the Southeast Quarter of Section 1, Township 11 North, Range 10 West of the 6th P.M., Hall County, Nebraska to proceed with BNSF's double track expansion. 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 City Council approve a temporary construction easement for double track expansion construction.

Sample Motion

Move to approve an ordinance granting a temporary construction easement for construction of certain Burlington Northern Santa Fe railroad tracks for double track expansion and related equipment and facilities in, on, over, under and through Grand Island, NE.

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9325

An ordinance for a temporary construction easement in the Northeast Quarter of the Southeast Quarter (NE¹/₄SE¹/₄) of Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska; to provide for filing this ordinance in the office of the Register of Deeds of Hall County; 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 City of Grand Island, Nebraska, a Municipal Corporation in Hall County, Nebraska, in consideration of Ten Dollars (\$10.00) and other consideration, receipt of which is hereby acknowledged, hereby grants unto Burlington Northern Santa Fe Railroad (BNSF), a Delaware Corporation, a temporary construction easement for the construction and installation of a “double track” expansion of railroad tracks and related equipment and facilities in, on, over, under and through the following described property situated in Hall County, Nebraska, to-wit:

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney

ORDINANCE NO. 9325 (Cont.)

A track of land located in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section One (1); thence on an assumed bearing of South 85°58'50" West a distance of Thirty-Nine and Eighty-Five Hundredths (39.85) feet to a point on the westerly Right-of-Way line of North Webb Road; thence South 01°23'00" East along said Right-of-Way line a distance of Eighty-Seven and Thirty Hundredths (87.30) feet to the Point of Beginning; thence South 01°23'00 East a distance of Fifty-Two and Twenty-Five Hundredths (52.25) feet to a point on the northerly Right-of-Way line of the BNSF Railroad; thence N 75°58'20" West along said BNSF Railroad Right-of-Way line a distance of Five Hundred Seven and Seventy Hundredths (507.70) feet; thence North 89°04'30" East a distance of One Hundred Eighty-Two and Eight Hundredths (182.08) feet; thence South 74°59'10" East a distance of Three Hundred Seventeen and Eighty-Eight Hundredths (317.88) feet to the Point of Beginning.

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

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: September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item F9

#9326 - Consideration of Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 13, 2011

Subject: Approval of Salary Ordinance No. 9326

Item #'s: F-9

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 salary table adjustment for employees covered under the IBEW Service/Clerical Labor Agreement for the 2011/2012 fiscal year of 1.75%. In addition, two corrections are needed to amend the previous Salary Ordinance.

Discussion

The recently approved labor agreement between the City of Grand Island and IBEW Local No. 1597 requires an amendment to the salary ordinance to support the 1.75 % wage increase and the ten cent shift differential that was negotiated. The wage for the Public Works Engineer needs to be amended as an incorrect number was entered in the last Salary Ordinance. Clarification of the effective date for the Fleet Services Shop Foreman also needs to be made so that there can be continuity of service in that division.

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

Recommendation is made to approve Salary Ordinance No. 9326.

Sample Motion

Move to approve Salary Ordinance No. 9326

ORDINANCE NO. 9326

An ordinance to amend Ordinance 9317 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to remove the positions and salary ranges of Fleet Services Superintendent, Fleet Services Supervisor, Fleet Services Inventory Clerk, and Police Records Clerk—Part Time, which reflects a Reduction In Force; to add the positions and salary ranges for Fleet Services Shop Foreman, and Public Works Engineer; to rename the positions of Solid Waste Senior Equipment Operator to Solid Waste Foreman; to rename the position of Street Supervisor to Street Foreman; to rename the position of Regulatory and Environmental Specialist to Regulatory and Environmental Manager; to rename two Human Resources Specialists to Human Resources Recruiter; and to Human Resources Benefits & Risk Management Coordinator;~~ to amend the salary ranges of ~~non-union employees~~; Public Works Engineer; to clarify the effective date for the position of Fleet Services Shop Foreman; to amend the salary ranges of the employees covered under the IBEW Service Clerical labor agreement; to add shift differential to Public Safety Dispatcher and Senior Public Safety Dispatcher positions; to rename the position of GIS Specialist to GIS Coordinator and to repeal those portions of Ordinance No. 9317 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~~**Personnel Rules & Regulations**) to be paid for

Approved as to Form ☐ _____
 ☒ City Attorney

ORDINANCE NO. 9326(Cont.)

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	21.9881/31.0033	Exempt
Accounting Technician – Solid Waste	15.2625/20.0651	40 hrs/week
Assistant to the City Administrator	21.3879/30.1079	Exempt
Assistant Utility Director – Administration	41.4936/58.4045	Exempt
Assistant Utility Director – PGS & PCC	44.9328/63.2681	Exempt
Attorney	27.3606/42.2161	Exempt
Biosolids Technician	17.3383/24.4065	40 hrs/week
Building Department Director	32.0513/45.6044	Exempt
Cemetery Superintendent	18.6323/26.2314	Exempt
City Administrator	54.8239/77.1429	Exempt
City Attorney	37.8815/53.3170	Exempt
City Clerk	22.8836/32.2140	Exempt
Civil Engineering Manager – Utility PCC	32.5600/46.4896	Exempt
Collection System Supervisor	21.9678/31.2271	40 hrs/week
Community Service Officer	12.3118/16.7379	40 hrs/week
Custodian – Library, Police	11.2825/15.9214	40 hrs/week
Customer Service Representative – Part time	8.1400/12.21000	40 hrs/week
Electric Distribution Superintendent	31.7969/43.5795	Exempt
Electric Distribution Supervisor	26.8518/36.8223	40 hrs/week
Electric Underground Superintendent	28.3170/38.8176	Exempt
Electrical Engineer I	25.7733/35.5718	Exempt
Electrical Engineer II	29.8941/41.2189	Exempt
Emergency Management Deputy Director	21.7338/29.7221	Exempt
Emergency Management Director	30.9320/42.2873	Exempt
Engineering Technician - WWTP	19.2002/27.1266	40 hrs/week
Equipment Operator - Solid Waste	15.3864/21.6684	40 hrs/week
Finance Director	36.3126/51.0998	Exempt
Fire Chief	34.6459/49.0944	Exempt

ORDINANCE NO. 9326(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Division Chief	28.3344/40.8994	Exempt
Fleet Services Shop Foreman	19.5462/27.2283	40 hrs/week
Golf Course Superintendent	23.2091/33.4961	Exempt
Grounds Management Crew Chief – Cemetery	17.4024/24.4899	40 hrs/week
Grounds Management Crew Chief – Parks	17.9244/25.2244	40 hrs/week
Human Resources Director	32.7736/46.6931	Exempt
Human Resources Benefits & Risk Management Coordinator	17.5519/25.7936	40 hrs/week
Human Resources Recruiter	17.5519/25.7936	40 hrs/week
Human Resources Specialist	16.2210/22.8215	40 hrs/week
Information Technology Manager	29.4608/41.4516	Exempt
Legal Secretary	19.3020/25.9564	40 hrs/week
Librarian I	16.8600/23.4534	Exempt
Librarian II	18.6711/26.3024	Exempt
Library Assistant I	11.8132/16.2597	40 hrs/week
Library Assistant II	13.0138/17.9385	40 hrs/week
Library Assistant Director	21.2658/30.3114	Exempt
Library Director	28.7745/40.5034	Exempt
Library Page	7.5600/10.4599	40 hrs/week
Library Secretary	14.1331/20.0855	40 hrs/week
Maintenance Worker – Golf	14.1865/20.0066	40 hrs/week
Manager of Engineering Services	31.3695/45.0244	Exempt
Meter Reader Supervisor	17.8435/25.1290	Exempt
Office Manager – Police Department	15.4558/21.4088	40 hrs/week
Parks and Recreation Director	32.5449/45.7755	Exempt
Parks Superintendent	22.7411/32.1631	Exempt
Payroll Specialist	16.2210/22.8215	40 hrs/week
Planning Director	32.2698/45.3986	Exempt
Police Captain	27.2486/38.3293	Exempt
Police Chief	34.6459/49.0944	Exempt
Power Plant Maintenance Supervisor	28.5419/40.1479	Exempt

ORDINANCE NO. 9326(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Operations Supervisor	29.7110/42.7758	Exempt
Power Plant Superintendent – Burdick	32.5404/45.7903	Exempt
Power Plant Superintendent – PGS	37.5140/52.7646	Exempt
Project Manager – Public Works	28.9275/40.7000	Exempt
Public Information Officer	20.4314/28.7545	Exempt
Public Works Director	36.4524/51.2964	Exempt
Public Works Engineer	25.2900/35.5750 <u>30.2000/42.5000</u>	Exempt
Receptionist	12.6170/18.2540	40 hrs/week
Recreation Coordinator	16.4835/22.9955	Exempt
Recreation Superintendent	21.2963/30.5555	Exempt
Regulatory and Environmental Manager	28.1473/39.5929	Exempt
Senior Accountant	26.7806/37.2813	Exempt
Senior Electrical Engineer	32.7126/45.1058	Exempt
Senior Public Safety Dispatcher	16.4835/22.5275	40 hrs/week
Senior Utility Secretary	14.5757/20.8130	40 hrs/week
Shooting Range Superintendent	21.2963/30.5555	Exempt
Solid Waste Division Clerk - Full Time	14.5401/19.4750	40 hrs/week
Solid Waste Division Clerk - Part Time	12.9463/17.6842	40 hrs/week
Solid Waste Foreman	16.1559/22.7331	40 hrs/week
Solid Waste Superintendent	23.3808/32.9011	Exempt
Street Superintendent	23.9113/34.8086	Exempt
Street Foreman	18.8034/26.7195	40 hrs/week
Turf Management Specialist	20.8588/29.5279	40 hrs/week
Utility Director	52.8795/75.7733	Exempt
Utility Production Engineer	33.4540/47.0808	Exempt
Utility Services Manager	27.2181/37.8815	Exempt
Utility Warehouse Supervisor	22.2019/31.0134	40 hrs/week
Victim Assistance Unit Coordinator	12.7696/17.9792	40 hrs/week
Wastewater Engineering/Operations Superintendent	26.0989/36.9251	Exempt
Wastewater Plant Chief Operator	19.2816/27.1774	40 hrs/week

ORDINANCE NO. 9326(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Wastewater Plant Maintenance Supervisor	23.3109/31.3899	40 hrs/week
Wastewater Plant Process Supervisor	24.1656/32.5804	40 hrs/week
Water Superintendent	24.6449/34.8086	Exempt
Water Supervisor	21.2759/30.6573	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such 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	14.3613/21.2743	40 hrs/week
Fleet Services Mechanic	16.3825/24.2718	40 hrs/week
Horticulturist	15.1638/22.5063	40 hrs/week
Maintenance Worker – Cemetery	14.2525/21.1310	40 hrs/week
Maintenance Worker – Parks	14.1574/21.0022	40 hrs/week
Maintenance Worker – Streets	13.8581/20.5436	40 hrs/week
Senior Equipment Operator – Streets	15.7348/23.3375	40 hrs/week
Senior Maintenance Worker – Streets	15.7348/23.3375	40 hrs/week

ORDINANCE NO. 9326(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Traffic Signal Technician	15.7348/23.3375	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
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

ORDINANCE NO. 9326(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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 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

ORDINANCE NO. 9326(Cont.)

the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of fifty (50) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the training and special events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) 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:

ORDINANCE NO. 9326(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	16.9624/23.5195	212 hrs/28 days
Firefighter / EMT	12.6022/18.2885	212 hrs/28 days
Firefighter / Paramedic	14.0702/19.8718	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:

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

ORDINANCE NO. 9326(Cont.)

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 <u>15.5354/20.7381</u>	40 hrs/week
Accounts Payable Clerk	14.4823/20.9529 <u>14.7357/21.3196</u>	40 hrs/week
Administrative Assistant	15.0641/21.6061 <u>15.3277/21.9842</u>	40 hrs/week
Audio Video Technician	15.2069/21.4530 <u>15.4730/21.8284</u>	40 hrs/week
Building Inspector	18.8097/26.6887 <u>19.1389/27.1558</u>	40 hrs/week
Building Secretary	14.1761/20.1466 <u>14.4242/20.4992</u>	40 hrs/week
Community Development Administrator	16.4113/23.5963 <u>16.6985/24.0093</u>	Exempt
Community Development Specialist	15.0641/21.6061 <u>15.3277/21.9842</u>	40 hrs/week
Computer Operator	18.2994/24.0557 <u>18.6196/24.4767</u>	40 hrs/week
Computer Programmer	20.8713/30.5874 <u>21.2365/31.1227</u>	40 hrs/week
Computer Technician	18.8484/24.7778 <u>19.1782/25.2114</u>	40 hrs/week
Electrical Inspector	18.8097/26.6887 <u>19.1389/27.1558</u>	40 hrs/week
Emergency Management Coordinator	14.1761/20.1466 <u>14.4242/20.4992</u>	40 hrs/week
Engineering Technician – Public Works	19.3506/27.2908	40 hrs/week

ORDINANCE NO. 9326(Cont.)

	<u>19.6892/27.7684</u>	
Evidence Technician	14.0741/20.5957 <u>14.3204/20.9561</u>	40 hrs/week
Finance Secretary	14.1761/20.1466 <u>14.4242/20.4992</u>	40 hrs/week
GIS Specialist <u>Coordinator</u>	21.4555/30.1064 <u>21.8310/30.6333</u>	40 hrs/week
Maintenance Worker I – Building, Library	14.7885/20.0140 <u>15.0473/20.3642</u>	40 hrs/week
Maintenance Worker II – Building, Police	15.5846/21.1264 <u>15.8573/21.4961</u>	40 hrs/week
Parks and Recreation Secretary	14.1761/20.1466 <u>14.4242/20.4992</u>	40 hrs/week
Planning Secretary	14.1761/20.1466 <u>14.4242/20.4992</u>	40 hrs/week
Planning Technician	19.4086/27.3071 <u>19.7483/27.7850</u>	40 hrs/week
Plans Examiner	18.8097/26.6887 <u>19.1389/27.1558</u>	40 hrs/week
Plumbing Inspector	18.8097/26.6887 <u>19.1389/27.1558</u>	40 hrs/week
Police Records Clerk – Full Time	12.6554/17.6156 <u>12.8769/17.9239</u>	40 hrs/week
Public Safety Dispatcher	14.2884/20.8713 <u>14.5384/21.2365</u>	40 hrs/week
Shooting Range Operator	19.6363/26.6172 <u>19.9799/27.0830</u>	40 hrs/week
Stormwater Technician	19.3506/27.2908 <u>19.6892/27.7684</u>	40 hrs/week
Utility Secretary	14.1761/20.1466 <u>14.4242/20.4992</u>	40 hrs/week

ORDINANCE NO. 9326(Cont.)

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classification, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$484.00 per year, divided into twenty-four (24) pay periods. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the IAFF or FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month.

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.

ORDINANCE NO. 9326(Cont.)

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, Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12

ORDINANCE NO. 9326(Cont.)

biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman 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) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Wastewater labor agreement shall be paid 37.5% of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed three hundred ninety-nine hours (calculated at $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$). Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent (40%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 433.60 hours

ORDINANCE NO. 9326(Cont.)

(calculated at 40% x 1084 hours = 433.60 hours.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at 50% x 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% x 1064 hours = 478.80 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% x 1,080 hours = 405 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% x 1,080 hours = 540 hrs.), based on the employee's salary at the time of their death.

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

ORDINANCE NO. 9326(Cont.)

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

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

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

SECTION 12. ~~Positions removed due to a Reduction In Force shall take effect no later than September 24, 2011. The position of Fleet Services Shop Foreman 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 retroactive to September 25, 2011.~~ The remaining adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 10, 2011.

SECTION 13. Those portions of Ordinance No. 9317 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G1

Approving Minutes of August 23, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 23, 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 August 23, 2011. Notice of the meeting was given in *The Grand Island Independent* on August 17, 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 and John Gericke. Councilmember Randy Gard was absent. 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 Todd Bowen, Grace Covenant Church, 418 West 12th Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Stephanie Chandler and Jordyn Barnett. Mentioned was the start of the Nebraska State Fair which starts Friday, August 26, 2011. Explained was the way finding signs and reasons why Island Oasis would not be open during the State Fair, due to lack of help. Congratulations were extended to the Bill White Family for their contributions to the community and the Convention and Visitors Bureau for bringing the State Volleyball Tournament to Grand Island for 2012 and 2013.

PRESENTATIONS:

Recognition of Brian Sands, Street Supervisor with the Public Works Department for 45 Years of Service with the City of Grand Island. Mayor Vavricek and Council recognized Brian Sands, Street Supervisor for 45 years of service with the City. Mr. Sands was present for the recognition and said a few words concerning his work with the City, acknowledging fellow employees who were present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Amendment to the Redevelopment Plan for Property Located at 213 N. Ruby Avenue. Chad Nabity, Regional Planning Director reported that Token LLC, Todd and Kelly Enck, developers had submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, demolition and construction of an existing single family home and subsequent construction of a duplex at 213 N. Ruby Avenue. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for Property Located at 1822 West 13th Street. Chad Nabity, Utilities Director reported that Arnold Wenn, developer had submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, demolition and construction of an existing single family home and subsequent construction of a duplex at 1822 West 13th Street. No public testimony was heard.

Public Hearing on the Proposed FY 2011-2012 City Single Budget (Continued). City Administrator Mary Lou Brown introduced Jeff Wattier, Solid Waste Superintendent who reported on the Solid Waste 2012 budget. Currently the Solid Waste does not receive any General Fund monies. Reviewed were the following major accomplishments for this year:

- Early redemption of Solid Waste bonds
- Solid Waste Agency dissolved
- Landfill re-permitting process completed
- Cell 3 construction activities/preparation

The following budget changes for FY 2012 were presented:

- Overall target budgetary reduction of 1.75%
- Discontinue Residential Clean-Up Card program

Presented were the following Fee Changes for FY 2012

- No rate increase proposed
- Reduction of minimum charge at the Transfer Station
- Free disposal of tree limbs/branches
- Proposed \$25 fee for late loads
- New fee of \$20 per ton for disposal of automotive fluff

Discussion was held concerning the life of the facility. Mr. Wattier stated 100 to 150 years. Out of county waste was mentioned with the same rate as in town users.

John Collins, Public Works Director reported on the Wastewater Budget for 2012. Mr. Collins gave an overview of funding sources, revenues, expenses, treatment plant, and collections. The following 2012 Capital Projects were presented:

- Aeration Basin Rehabilitation (\$787,000)
- Lift Station 7 (\$160,000)
- Annual Sewer Rehabilitation (\$350,000)
- Sewer Districts (\$250,000)
- Sewer Repair 4th, 5th, Eddy-Vines (\$100,000)
- Wildwood Sewer District (\$900,000)
- Platte Valley Industrial Park Sewer Extension (\$320,000)
- Ultra Violet (UV) Pretreatment Screen (\$97,000)
- NE Interceptor Construction (\$3,000,000)
- Wastewater Rehabilitation Projects Design (\$1,200,000)
- Capital Outlay (Buildings, Vehicles, Machinery & Equipment (\$984,000)
- South & West Interceptor Rehabilitation (\$2,516,500)

Discussion was held concerning debt service, lowering cash reserve balance, NE Interceptor, and rate increase starting in January 2012. Ms. Brown commented on the rate study and the increase.

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:

#9316 – Consideration of Amending Chapter 31 of the Grand Island City Code Relative to Signs

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

Craig Lewis, Building Department Director reported that Ordinance #9316 would eliminate the reference to political campaign signs, establish a definition and regulations for free standing yard signs, and amend certain sections to clarify current interpretations, regulations and enforcement of sign regulations.

Motion by Gilbert, second by Carney to approve Ordinance #9316.

City Clerk: Ordinance #9316 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9316 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9316 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of August 9, 2011 City Council Regular Meeting.

Approving Minutes of August 11, 2011 City Council Special Meeting.

Approving Minutes of August 16, 2011 City Council Special Meeting.

Approving Liquor Manager Designation for Tyra Love, 211 S. Sycamore Street for Smoker Friendly/T & D Liquors, 802 West 2nd Street.

#2011-215 – Approving Bid Award for Pulverizer Separator Tops & Classifier Assemblies at Platte Generating Station with Southwestern Corporation of Fort Collins, Colorado in an Amount of \$61,700.00.

#2011-216 – Approving Bid Award for Precipitator and Duct Cleaning and High Pressure Wash at Platte Generating Station with W-S Industrial Services, Inc. of Council Bluffs, Iowa in an Amount of \$67,945.00.

#2011-217 – Approving Agreement for Temporary Ingress/Egress easement to Access Outlot “A” in Springdale Second Subdivision – Part of SW 1/4, NE 1/4 of Section 23-11-10 (Barry W. and Jo Lynn Niedfelt).

#2011-218 – Approving Bid Award for One (1) TV Van for Videoing the Sewer System with Municipal Pipe Tool Company of Hudson, Iowa in an Amount of \$135,000.00.

#2011-219 – Approving Certificate of Final Completion for Handicap Ramp Project No. 2010-1 with The Diamond Engineering Company of Grand Island, Nebraska.

#2011-220 – Approving Bridge Deck Repairs on the Blaine Street Bridge with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$21,346.24.

#2011-221 – Approving Final Plat and Subdivision Agreement for Holliday Investments Subdivision. It was noted that Jari C. Holliday, President and William and Kathryn Holliday, owners had submitted the Final Plat and Subdivision Agreement for Holliday Investments Subdivision for the purpose creating 2 lots on a tract of land located south of U.S. Highway 30 and east of Gunbarrel Road, in the two mile extraterritorial jurisdiction of Grand Island, in Merrick County containing approximately 5.29 acres.

#2011-222 – Approving Parking Lot Agreement with the Nebraska State Fair in an Amount of \$1.00 per year.

Approving the Appointments of Jerry Piccollo, Glen Murray, Gary Rosacker, Alex Wirth, Ashley Bykerk, Bob Niemann, Linna Dee Donaldson, Anita Lewandowski Brown, and Chad Nabity to the Redistricting Committee.

REQUESTS AND REFERRALS:

Consideration of Request from Nebraska State Fair for Modification to Conditional Use Permit for Recreational Vehicle Camper Site at Fonner Park. Craig Lewis, Building Department Director reported that a request had been made by the Nebraska State Fair for modifications to the construction schedule of the recreational vehicle camper site at Fonner Park. The request was to allow for the continued operation of the recreational vehicle camper site for the fair year of 2011.

Discussion was held regarding maintaining the site last year. Mr. Lewis stated they had no problems.

Motion by Dugan, second by Donaldson to approve the request from the Nebraska State Fair. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2011-223 – Approving Amendment to the Redevelopment Plan for Property Located at 213 N. Ruby Avenue. This item related to the aforementioned Public Hearing.

#2011-224 – Approving Amendment to the Redevelopment Plan for Property Located at 1822 West 13th Street. This item related to the aforementioned Public Hearing.

Discussion was held concerning the length of time for TIF Projects. It was suggested that CRA look at the number of years for TIF projects. Mr. Nabity stated the Cherry Street Apartments project would end their 15 year TIF this December. Comments were made concerning the increased valuations of surrounding properties because of these TIF projects.

Motion by Gilbert, second by Haase to approve Resolutions #2011-223 and #2011-224. Upon roll call vote, all voted aye. Motion adopted.

#2011-225 – Approving the Wayside Horn Agreement between the Union Pacific Railroad Company and the City of Grand Island. John Collins, Public Works Director reported that a Wayside Horn agreement with UPRR was required prior to commencing with construction of the Wayside Horn system at the Walnut Street Crossing.

Motion by Ramsey, second by Niemann to approve Resolution #2011-225. Upon roll call vote, all voted aye. Motion adopted.

#2011-226 – Approving Design Detail with HDR for Uranium Removal. Tim Luchsinger, Utilities Director reported that in order to proceed with the installation of the uranium removal system, the City's consultant for the project, HDR Engineering, was directed to provide a proposal for detailed engineering required to complete the project. HDR's proposal was in the amount not-to-exceed \$111,728.00.

Motion by Gilbert, second by Dugan to approve Resolution #2011-226. 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 August 10, 2011 through August 23, 2011, for a total amount of \$4,329,644.42. Unanimously approved.

OTHER ITEMS:

Review and Approval of Proposed FY 2011-2012 City Single Budget. Discussion was held on the process of adopting the final budget. Ms. Brown stated the final approval would take place at the September 13, 2011 City Council Regular Meeting.

Motion by Gilbert, second by Dugan to approve the Solid Waste Budget as presented. Upon roll call vote, all voted aye. Motion adopted.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Ramsey to adjourn to Executive Session at 8:16 p.m. for the purpose of union negotiation updates with IBEW (Service/Clerical). Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Haase to return to Regular Session at 9:17 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:17 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G2

Approving Minutes of August 25, 2011 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 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 August 25, 2011. Notice of the meeting was given in the *Grand Island Independent* on August 18, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Chuck Haase, Bob Niemann, Larry Carney, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, and John Gericke. Councilmember Randy Gard 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.

PLEDGE OF ALLEGIANCE was said.

MAYOR COMMUNITCATION: Mayor commented on the Downtown European Motorcycle Nite being held tonight.

PUBLIC HEARING:

Public Hearing on Proposed FY 2011-2012 City Single Budget (Continued). City Administrator Mary Lou Brown stated we would finish up the budget with the Utilities Department and then she would answer questions from Council.

Utilities Director Tim Luchsinger gave an overview of the 2012 budgets for the Electric and Water Departments. The following budget guidelines were presented:

- Conservative (low) revenue forecast
- Conservative (high) operating costs
- Maintain adequate cash reserves
- Reduction of controllable operating expenses
- Manage capital expenditures

Mentioned was the Utilities Department liked to have \$21,000,000 in the Electric Fund and \$4,000,000 in the Water Fund. Targeted operating expenses were 1.75% reduction from last year.

The following Electric Capital Improvements in an amount of \$17,800,000 were presented:

- St. Libory 115,000 volt interconnection - \$7,000,000
- Bond payments - \$4,800,000
- Distribution materials - \$2,600,000
- Power Plant Maintenance Outage/Improvements
- Substation Improvements

- BNSF track widening

Mr. Luchsinger explained the Cross State Air Pollution Rule which was unexpected and would go into effect January 1, 2012. PGS was limited to 360,000 megawatt hours and the City demand was 790,000 megawatt-hours. The following demand strategy was presented:

- Maximize Nebraska City 2 and Whelan 2 import
- Operate Burdick Station units on natural gas
- Install emission control equipment on PGS
- Monitor other power purchase options

Comments were made concerning the impact of this rule on other cities. Mr. Luchsinger stated he had several meetings set up to discuss what could be done to delay this ruling. Penalties were discussed. If we went over our allowance, PGS would be penalized approximately \$120,000 for day we were over and if we could not come up with our allowance it would be another \$120,000 per day penalty.

The following monetary impacts were presented:

- \$4 million capital expense for PGS
- Additional \$1.3 million fuel cost for Burdick
- Absorbed through cash reserves
- Request budget modification

Mercury and Air Toxics Standards final ruling would be coming in November 2011 with a three year compliance window. A Capital cost estimate of \$35 million and additional operating costs were expected.

The following Water Capital Improvements in an amount of \$10,700,000 were presented:

- Merrick Co. main extension (UP) - \$4,000,000
- Uranium Removal System - \$3,000,000
- Bond payments - \$920,000
- Reservoir painting - \$500,000
- Water Main Districts
- BNSF track widening

The Budget proposed included the refinancing of revenue bonds for \$3 million uranium removal capital cost and 20% revenue increase for \$750,000 uranium removal annual operating cost.

Mr. Luchsinger explained the difference between Smart Metering and Remote Metering. Discussion was held concerning changing technology in the meter reading process. Currently the City had approximately 26,000 Electric users and 14,000 Water users.

Motion by Gilbert, second by Niemann that within the next year we study a remote/smart meter system for the electric and water meters. Upon roll call vote, all voted aye. Motion adopted.

City Administrator Mary Lou Brown commented on the conservative approach regarding the cash balance. In the future the budgeted cash balance would be tightened up to reflect the actual cash balance.

Discussion was held regarding higher rates for those people living outside the City limits. Mr. Luchsinger stated cost of supplying the services outside the City limits were for infrastructure. Costs of right-of-way were mentioned.

Motion by Gilbert, second by Haase to bring forward a fee structure for Grand Island citizen's versus non-residents.

Motion by Haase, second by Gilbert to amend the motion to bring forward in the 2011-2012 FY budget a 5% increase adjustment to the non-city residents for electric, water and sewer. Upon roll call vote, Haase, Niemann, Ramsey, and Gilbert voted aye. Councilmember's Carney, Nickerson, Donaldson, Dugan, and Gericke voted no. Motion failed.

Upon roll call vote of the main motion, Councilmember's Haase, Niemann, Ramsey, Gilbert, Gericke, Dugan, Donaldson, and Nickerson voted aye. Councilmember Carney voted no. Motion adopted.

City Administrator Mary Lou Brown answered questions submitted by Council.

The Public Hearing was closed for the 2011-2012 City Single Budget.

Ms. Brown stated the final budget would be brought forward to Council on September 13, 2011.

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:

#9317 – Consideration of Approving Salary Ordinance

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of this ordinance on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage." Councilmember Nickerson second the motion. Upon roll call vote, Councilmember's Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

Human Resources Director Brenda Sutherland reported that Ordinance #9317 was for the salary table adjustment for non-union employees for the 2011/2012 fiscal year with a 1.75% increase. Also included were position removal and additions as well as positions being renamed.

Motion by Gericke, second by Carney to refer Ordinance #9317 to the September 13, 2011 meeting. Upon roll call vote, Councilmember's Haase, Carney, Nickerson, Dugan, and Gericke voted aye. Councilmember's Niemann, Ramsey, Gilbert, and Donaldson voted no. Motion failed.

Motion by Ramsey, second by Gilbert to approve Ordinance #9317.

City Clerk: Ordinance #9317 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Niemann, Ramsey, Gilbert, Nickerson, Donaldson, and Dugan voted aye. Councilmember's Haase, Carney, and Gericke voted no. Motion adopted.

City Clerk: Ordinance #9317 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Niemann, Ramsey, Gilbert, Nickerson, Donaldson, and Dugan voted aye. Councilmember's Haase, Carney, and Gericke voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9317 is declared to be lawfully adopted upon publication as required by law.

RESOLUTION:

#2011-227 – Consideration of Approving 2011-2012 Fee Schedule. City Administrator Mary Lou Brown reported that the City Council reviewed the Fee Schedule on August 16, 2011. Changes to the proposed Fee Schedule included the omission of the \$1.00 Customer Service payment processing fee and the exception of the block party closure fee for National Night Out. Explained were the Conditional Use Permit fee increase and meter turn on rate.

Motion by Haase, second by Gericke to refer Resolution #2011-227 to the September 13, 2011 meeting. Upon roll call vote, Councilmember's Haase, Carney, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Gericke voted aye. Councilmember Niemann voted no. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:10 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G3

**#2011-228 - Approving Interlocal Cooperative Agreement for
School Resource Officer (SRO) with the Grand Island Public
Schools**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 13, 2011

Subject: Interlocal Cooperative Agreement School Resource Officer (SRO)

Item #'s: G-3

Presenter(s): Captain Pete Kortum, Police Department

Background

The police department has assigned resource officers in the Grand Island Public Schools (GIPS) for several years through an Interlocal agreement. The most recent agreement and subsequent extension has been in place for 10 years and is set to expire. Currently, there are five officers assigned to Grand Island Public Schools.

Discussion

The proposed agreement is for a five year period, with an option to extend for up to an additional five years with governing body approval. There is an option for either party to cancel the SRO program with written notice by July 1st of each year. In addition, the City may, at its sole discretion, reduce the number of assigned officers.

The financial terms remain the same, a 50-50 split of wage and benefits. This agreement spells out associated overtime costs. Investigative, training, and other department assigned duties are paid 100% by the City. However, requests for an SRO at evening or weekend events that result in overtime are 100% paid by GIPS.

During the last agreement, the City exercised an option by eliminating the police department's crossing guards. This program remains as a GIPS program, funded by the school district.

In addition to SRO duties, these officers are assigned patrol duties in the summer, and one SRO each day is assigned to the Child Abuse Unit, year round.

Alternatives

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

1. Move to approve
2. Terminate our agreement
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve the proposed five year Interlocal agreement with the Grand Island Public Schools.

Sample Motion

Move to approve the five year cooperative Interlocal Agreement with Hall County School District No. 40-0002; Grand Island Public Schools.

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF GRAND ISLAND
AND HALL COUNTY SCHOOL DISTRICT NO. 40-0002

This Interlocal Cooperation agreement is made on September 13, 2011, by and between the City of Grand Island, Nebraska, a Municipal Corporation (City) and Hall County School District No. 40-0002, a Political Subdivision (School District).

1. **STATEMENT OF PURPOSE.** The purpose of this agreement is to establish a program by which the City will provide to the School District up to five (5) School Resource Officers (SRO) and the School District will reimburse the City fifty percent (50%) of the direct and indirect personnel costs, including benefits, associated with the SRO's.
2. **CITY'S RESPONSIBILITIES AND DUTIES.** The City's responsibilities and duties shall include:
 - a. The Grand Island Police Department shall provide up to five (5) police officers to be designated as School Resource Officers (SRO) who will be assigned to facilities and/or activities of the School District. The duties and responsibilities of the SRO's shall be consistent with those described in the Grand Island Police Department – School Resource Officer Program (Exhibit A) attached hereto and made part hereof by reference.
 - b. The Grand Island Police Department shall have sole and exclusive discretion to assign, supervise, and evaluate the SRO's.
 - c. All police officers assigned as an SRO shall be trained, qualified, and competent to carry out the duties described in Exhibit A.
 - d. The Grand Island Police Department shall receive and respond to requests for information regarding the SRO program routed through the School District's Superintendent, or designee, to the extent allowed by law.
 - e. The Chief of Police or designee will meet with the School District Superintendent, or designee, as needed, concerning the activities of the SRO program. Both parties shall maintain confidentiality to the extent required by law with respect to individual persons and/or investigations.
 - f. All overtime costs that result from investigations, training, or police department directed assignments will be the responsibility of the City.
3. **SCHOOL DISTRICT'S RESPONSIBILITIES AND DUTIES.** The School District's Responsibilities and duties shall include:
 - a. The School District Shall reimburse the City for fifty percent (50%) of its net direct and indirect personnel costs, including benefits for the police officers assigned as SRO's. The reimbursement costs are for the City's fiscal year of October 1st through September 30th.
 - b. All overtime costs associated from a School District request for off duty assignments on weekends and/or evenings for school activities are the responsibility of the School District.

These special assignments may be covered by an SRO as part of their regular duty through a schedule change agreed on by both the School District and the Police Department and is within the guidelines of the City's labor agreement with the Fraternal Order of Police (FOP – Police Union).

- c. The Superintendent or designee shall advise the Grand Island Police Department of any complaints by staff, faculty, students, or the public concerning the activities of any SRO and keep such complaints confidential pending notification from the Police Department of their finding or disposition of the complaint.
 - d. The School District shall provide premises at each school facility to which an SRO is assigned which are suitable for the performance of the officer's duties in accordance with Exhibit A.
 - e. The Superintendent of Schools or designee will meet with the Chief of Police or designee, as needed, concerning the SRO program and on behalf of the School District, request any modification to the duties of the SRO's which are deemed reasonable, appropriate, and prudent.
4. REVISION TO THE NUMBER OF SCHOOL RESOURCE OFFICERS. The Grand Island Police Department may at its sole and exclusive option, reduce the number of police officers assigned as SRO's. The school district may request assignment of additional police officers as SRO's, subject to approval of the police department, the Mayor, and City Council. Any adjustments to the number of assigned personnel will be under the financial terms expressed in 3 (a) above.
 5. DURATION. This Interlocal Cooperation Agreement shall remain in full force and effect for a period of five years from the date of execution by the City and the School District. The Interlocal Cooperation Agreement may be terminated earlier by either party notifying the other in writing of its intention to terminate participation in the SRO program by July 1st of each year preceding commencement of the next fiscal year for the City on October 1st.
 6. AGREEMENT EXTENSION. In the event the City and School District mutually agree in writing that the assignment of SRO's to School District facilities and/or activities is beneficial to both parties and the public, the Interlocal Cooperation Agreement may be extended and remain in full force and effect for a period of up to five (5) additional years.
 7. ACQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY. All personal property and fixtures acquired and used in the SRO Program shall be owned by the entity which pays for said personal property or fixtures. In the event the SRO Program is terminated and is not superseded by another interlocal cooperation agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place at various City and School District facilities, whichever is mutually agreeable to the parties.
 8. SEPARATE ENTITY. The parties agree that no separate entity is created by this Interlocal Agreement.

9. CHOICE OF LAWS. This Interlocal Agreement shall be construed in accordance with the laws of the State of Nebraska including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., 13-801 et seq., as amended.
10. ENTIRE AGREEMENT. This Interlocal Agreement shall constitute the entire agreement between the City and School District relating to the SRO Program and may be amended only in writing duly approved, adopted, and executed by the respective parties.
11. EFFECTIVE DATE. This Interlocal Cooperation Agreement shall be effective upon approval of the Mayor and City Council of the City and the Board of Education of the School District and execution by the parties' respective execution officers.
12. NOTICES. All notices envisioned under the terms and conditions of this Agreement shall be sent to the other party by first class United States mail, postage prepaid and addressed as follows:

City of Grand Island
Attn: Mayor
P.O. Box 1968
Grand Island, NE 68802-1968

Hall County School District No. 40-0002
Attn: Superintendent
P.O. Box 4904
Grand Island, NE 68802-4904

HALL COUNTY SCHOOL DISTRICT NO. 40-0002, a Political Subdivision

By: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date:

Jennifer Worthington, School Board President

Attest: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Robin Dexter, Secretary

CITY OF GRAND ISLAND, A Municipal Corporation

Date:

By: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Jay Vavricek, Mayor

Attest: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

RaNae Edwards, City Clerk

Exhibit A

Grand Island Police Department – School Resource Officer (SRO) Program

The purpose of the SRO program is to work in partnership with the Grand Island School District to promote a safe and secure learning environment.

While police officers function within the school setting as a partner and staff member, they are governed by the policies of the Grand Island Police Department, City of Grand Island, and state statutes governing the actions of peace officers.

Key Services

- Work in partnership with the schools to promote school attendance, discipline, and learning.
- On request, teach life skills classes within elementary, middle, and senior high schools. Content includes classes which promote respect for the rights of others, foster individual responsibilities, personal safety, resistance to peer pressure, appropriate crisis resolution, chemical abuse prevention, sexual abuse prevention, resistance to gangs, and bullying.
- Investigate crimes in which the victim or suspect is a student within the school district. The investigation may lead to a disposition that could include arrest or referral for prosecution.
- Respond to accidents or reports of injury and investigate as required.
- Assist with cases involving runaway or truant students.
- Maintain an active network between the Grand Island Public Schools (GIPS) and the Grand Island Police Department, Child Protective Services, City and County attorneys, and other law enforcement agencies.
- Maintain a high level of visibility on school campuses to promote a safe environment.
- On request, provide instruction to faculty and staff on issues of school safety.
- Work with the GIPS staff to audit school campuses for safety improvements.

RESOLUTION 2011-228

WHEREAS, The City of Grand Island has assigned school resource officers in the Grand Island Public Schools through an Interlocal agreement with Hall County School District 40-0002; and

WHEREAS, both parties are interested in continuing such police services; and

WHEREAS, it is recommended that a new contract be entered for a five year period from October 1st, 2011 through September 30th, 2016 with an option to extend such agreement for a period of up to five additional years with governing body approval;

WHEREAS, Hall County School District No. 40-0002 will pay the City of Grand Island 50% of regular wage and benefits, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for a School Resource Program between the City of Grand Island and Hall County School District No. 40-0002 is hereby approved; 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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G4

**#2011-229 - Approving Police Service Contract with Hall County
Housing Authority (HCHA)**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 13, 2011

Subject: Police Service Contract with Hall County Housing Authority (HCHA)

Item #'s: G-4

Presenter(s): Captain Pete Kortum, Police Department

Background

The Hall County Housing Authority has contracted with the City for police services for several years. This is a request to enter into a new two year agreement.

Discussion

We are proposing a new two year agreement with the Hall County Housing Authority for the period of October 1, 2011 through September 30, 2013. There is a 30 day termination clause within the agreement.

This contract increases the two year amount of remuneration to increase from \$94,000.00 to \$100,000.00. The police department will be able to continue the service within the terms of the contract for this amount of revenue.

The police officer assigned to public housing areas is a force multiplier for our agency and has been mutually beneficial to both parties.

Alternatives

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

1. Move to approve the agreement
2. Terminate our contract with the Hall County Housing Authority
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve a two year Interlocal Agreement for police services with the Hall County Housing Authority.

Sample Motion

Move to approve a two year contract for police services with the Hall County Housing Authority as outlined in the Interlocal Cooperative Agreement.

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF GRAND ISLAND
AND HALL COUNTY HOUSING AUTHORITY

POLICE SERVICE CONTRACT

This contract made and entered into this 1st day of October, 2011, by and between the Hall County Housing Authority (hereinafter called HCHA) and the City of Grand Island (hereinafter call "City") is for the provision of specific police services associated with the Hall County Housing Authority's security programs.

WHEREAS the HCHA desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all HCHA locations;

NOW, THEREFORE, the HCHA and the City agree as follows:

ARTICLE I
Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The duties and extent of services of the City shall include, but not be limited to:

- A. The City, by and through its police department, will provide 1 full time police officer (Assigned Personnel) to perform specialized patrols to enforce all state and local laws and the HCHA Rules specified in the contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to collect and provide workload data in public housing developments.
- C. The Assigned Personnel will appear as witness in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or guest or guests of a resident or household member, as required.

- D. The City agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the department certifies that each officer has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.
- E. The City agrees it will provide such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this contract.
- F. The Assigned Personnel will also provide drug/safety awareness training to residents and employees upon request.
- G. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers, their property, or the City's property.
- H. The Assigned Personnel will meet with HCHA management at least weekly to share information, discuss scheduling and provide/receive instruction regarding priorities.
- I. The Assigned Personnel will make every attempt to socialize with HCHA residents, to disseminate useful information gathered from their discussions and follow up on any leads that may have surfaced with their interaction with HCHA residents. This information will also be forwarded to HCHA management.
- J. The Assigned Personnel will work a varied hourly and daily schedule as allowed in the union contract executed between labor and the City. The Assigned Personnel will be as flexible as possible regarding scheduling and attempt to schedule around the needs of HCHA management.

SECTION TWO: SERVICES PROVIDED BY THE HCHA

- A. The HCHA shall provide the Assigned Personnel with information regarding suspicious activity, potential problems, preferred patrolling areas and discretionary tenant information (not confidential information).
- B. The HCHA will provide an orientation to the Assigned Personnel including a tour of the patrol area, basic training on security tapes/cameras, issue keys to buildings, offices, and maintenance areas, and introduce the Assigned Personnel to staff members and residents. HCHA management will also provide training and copies of HCHA rules and regulations to the Assigned Personnel.
- C. The HCHA will provide the City with a Public Housing Police Activity Form(s) for the Assigned Personnel to complete. These forms are not to replace police reports utilized by the City.
- D. The HCHA shall reserve the right to reasonably request the police department to reassign the Assigned Personnel.

ARTICLE II
Enforcement of Rules & Regulations

- A. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rules and regulations:
1. Removal of unauthorized visitors in unoccupied structures of the HCHA.
 2. Removal of unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on HCHA property.
 3. Removal of unauthorized visitors destroying, defacing or removing HCHA property.
- B. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rule and regulation:
- Any vehicle that is not parked appropriately (in a handicapped parking place, etc.) or is inoperable (no plates, expired plates, no tires, etc.) will be issued a parking violation notice with the incident reported to HCHA management as soon as possible. Notices will be given to the Assigned Personnel by HCHA management.
- C. Nothing herein contained shall be construed as permitting or authorizing Assigned Personnel to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III
Communications, Reporting & Evaluation

- A. Communications
1. Access to Public Information
- The City agrees that HCHA will have unrestricted access to all public information, which in any way deals with criminal activity in any of the HCHA's communities. It is further agreed that the Grand Island Police Department will provide to the HCHA said public information copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the Grand Island Police Department on a regular basis in accordance with specific procedures that have been or will be established.

2. Investigative Information

The Grand Island Police Department may provide additional relevant reports or information to HCHA through its Assigned Personnel. This information may be provided when mutually beneficial to the extent provided by law.

B. Reporting

1. Forms

The Grand Island Police Department will require all Assigned Personnel to complete a log provided by the HCHA. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/request for service
- c. Suspicious persons – name and description
- d. Vehicles abandoned/towed/stolen
- e. Drug paraphernalia confiscated/found
- f. Arrests/citations of both residents and outsiders
- g. Property recovered/stolen
- h. Counseling of residents and visitors
- i. Broken lights/sidewalks
- j. Graffiti
- k. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
- l. Vehicle license number of suspicious persons
- m. Weapons violations/seized

3. Director Notification

The police department will relay to the Executive Director or his/her designee information related to any major crime or incident that occurs on HCHA property as soon as possible.

C. HCHA and the police chief or designee, shall meet to evaluate the program effectiveness as needed.

ARTICLE IV
Term of Contract

A. The term of this contract shall be for two (2) years beginning on October 1st, 2011.

B. This contract may be cancelled in 30 days upon receipt of written notice of cancellation by either party.

ARTICLE V
Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The HCHA will reimburse the City for services specified in this Contract in a total amount of \$100,000.00 for October 1, 2011 – September 30, 2013.
- B. The HCHA shall reimburse the City on a quarterly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The City shall provide the following documentation upon request:
 - 1. Copies of Certified Payroll Time Reports documenting hours worked.
- D. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee and the HCHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VI
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified mail to the principal place of business of each of the parties hereto, as specified below:

HCHA:	911 Baumann Drive Grand Island, NE 68803
Grand Island Police Department:	111 Public Safety Drive Grand Island, NE 68801

ARTICLE VII
Liability Coverage

Each party agrees to maintain public liability coverage of not less than \$1,000,000 per occurrence.

ARTICLE VIII
Construction of Laws

The Law of the State of Nebraska shall govern the interpretation of this Contract.

EXECUTED BY:

MAYOR – CITY OF GRAND ISLAND

DATE

EXECUTIVE DIRECTOR
HALL COUNTY HOUSING AUTHORITY

DATE

RESOLUTION 2011-229

WHEREAS, on December 19, 2000, by Resolution 2000-397, the City of Grand Island approved a Police Services Contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs; and

WHEREAS, the City and the Hall County Housing Authority are interested in continuing the provision of such police services; and

WHEREAS, it is recommended that a new contract be entered into for such services for a two-year period which will cover October 1, 2011 through September 30, 2013; and

WHEREAS, the Hall County Housing Authority agrees to pay \$100,000.00 to the City of Grand Island for the two year period in quarterly payments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for a police services contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs is hereby approved; 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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G5

**#2011-230 - Approving Acquisition of Utility Easement - Southwest
Corner of Intersection of Belfry Blvd. & August Parkway -
Indianhead Golf Club**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-230

WHEREAS, a public utility easement is required by the City of Grand Island, from Indianhead Golf Club, Inc., 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 September 13, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southwest corner of Fairway Crossings at Indianhead Golf Club First Subdivision, a platted and recorded subdivision in the City of Grand Island, Hall County, Nebraska; thence N1°22'26"E, a distance of three hundred thirty four and five hundredths (334.05) feet along the westerly right-of-way line of the dedicated Belfry Boulevard; thence N0°20'29"W, a distance of one hundred fifty (150.0) feet along the westerly right-of-way line of the said Belfry Boulevard to the ACTUAL Point of Beginning; thence continuing N0°20'29"W, a distance of thirty (30.0) feet along the westerly right-of-way line of the said Belfry Boulevard to the southerly right-of-way line of the dedicated Augusta Parkway; thence S89°39'31"W, a distance of eighty five (85.0) feet along the southerly right-of-way line of the said Augusta Parkway; thence S0°20'29"E, a distance of thirty (30.0) feet; thence N89°39'31"E, a distance of eighty five (85.0) feet to the westerly right-of-way line of the said Belfry Boulevard to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.058 acres, more or less, as shown on the plat dated 8/17/2011, 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 Indianhead Golf Club, Inc., on the above-described tract of land.

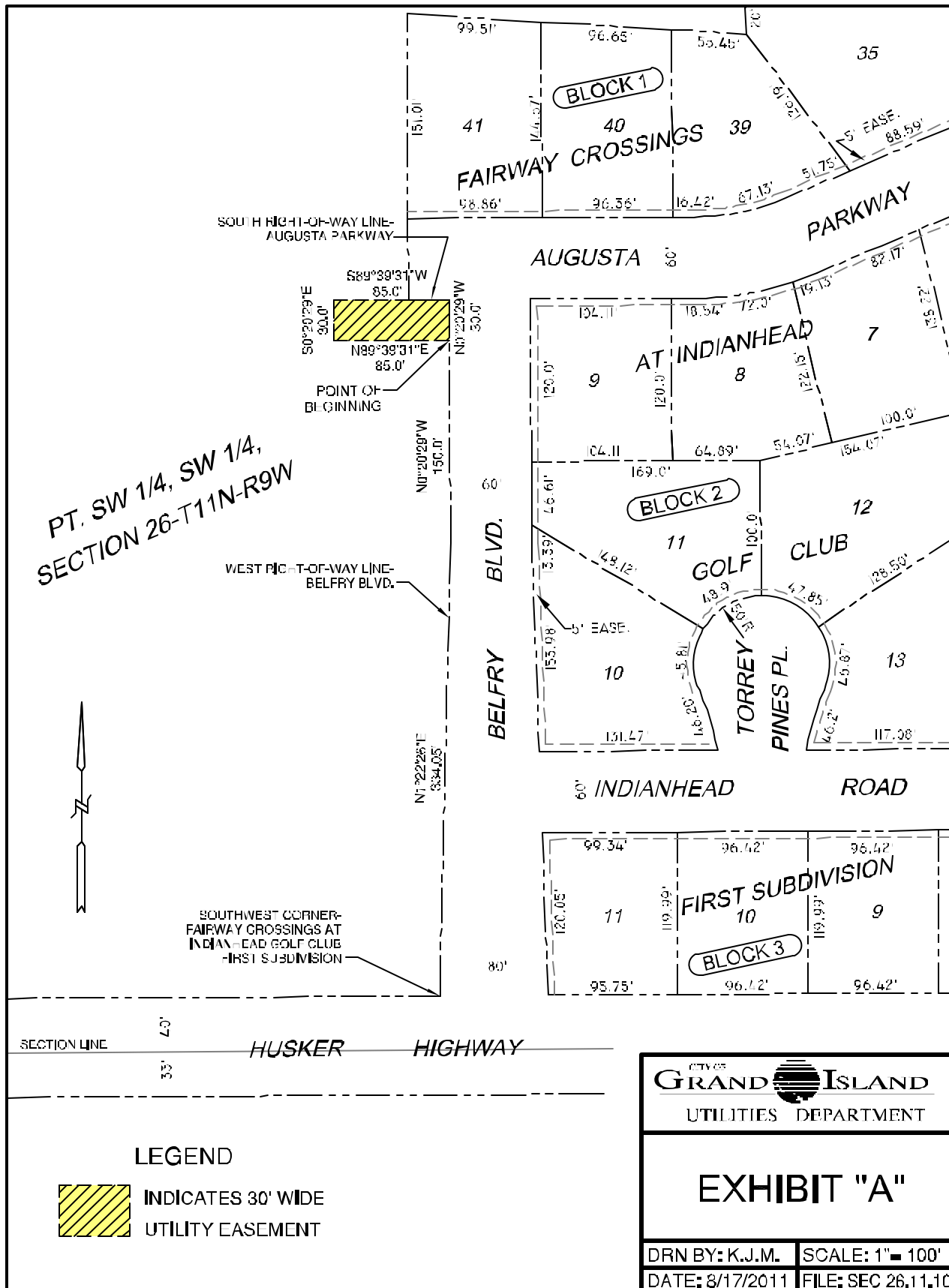
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G6

#2011-231 - Approving Acquisition of Utility Easement - Northeast Corner of Stolley Park School Property - School District of Grand Island

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-231

WHEREAS, a public utility easement is required by the City of Grand Island, from the School District of Grand Island, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including water lines and public fire hydrants; and;

WHEREAS, a public hearing was held on September 13, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of Lot Thirty Two (32), Haggis' Subdivision, in the City of Grand Island, Hall County, Nebraska, said point being 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 ninety and six hundredths (90.06) feet to the ACTUAL Point of Beginning; thence continuing northerly along the westerly right-of-way line of said William Street, a distance of seventy four and twenty two hundredths (74.22) feet; thence northwesterly along the westerly right-of-way line of said William Street, a distance of thirteen and thirty three hundredths (13.33) feet to a point on the southerly right-of-way line of Stolley Park Road; thence westerly along the southerly right-of-way line of said Stolley Park Road, a distance of twelve and fifty five hundredths (12.55) feet; thence southerly and twenty (20.0) feet parallel with the westerly right-of-way line of said William Street, a distance of eighty five (85.0) feet; thence easterly, parallel with the southerly right-of-way line of said Stolley Park Road, a distance of twenty (20.0) feet to a point on the westerly right-of-way line of said William Street, being the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.038 acres, more or less, as shown on the plat dated 8/16/2011, 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 the School District of Grand Island on the above-described tract of land.

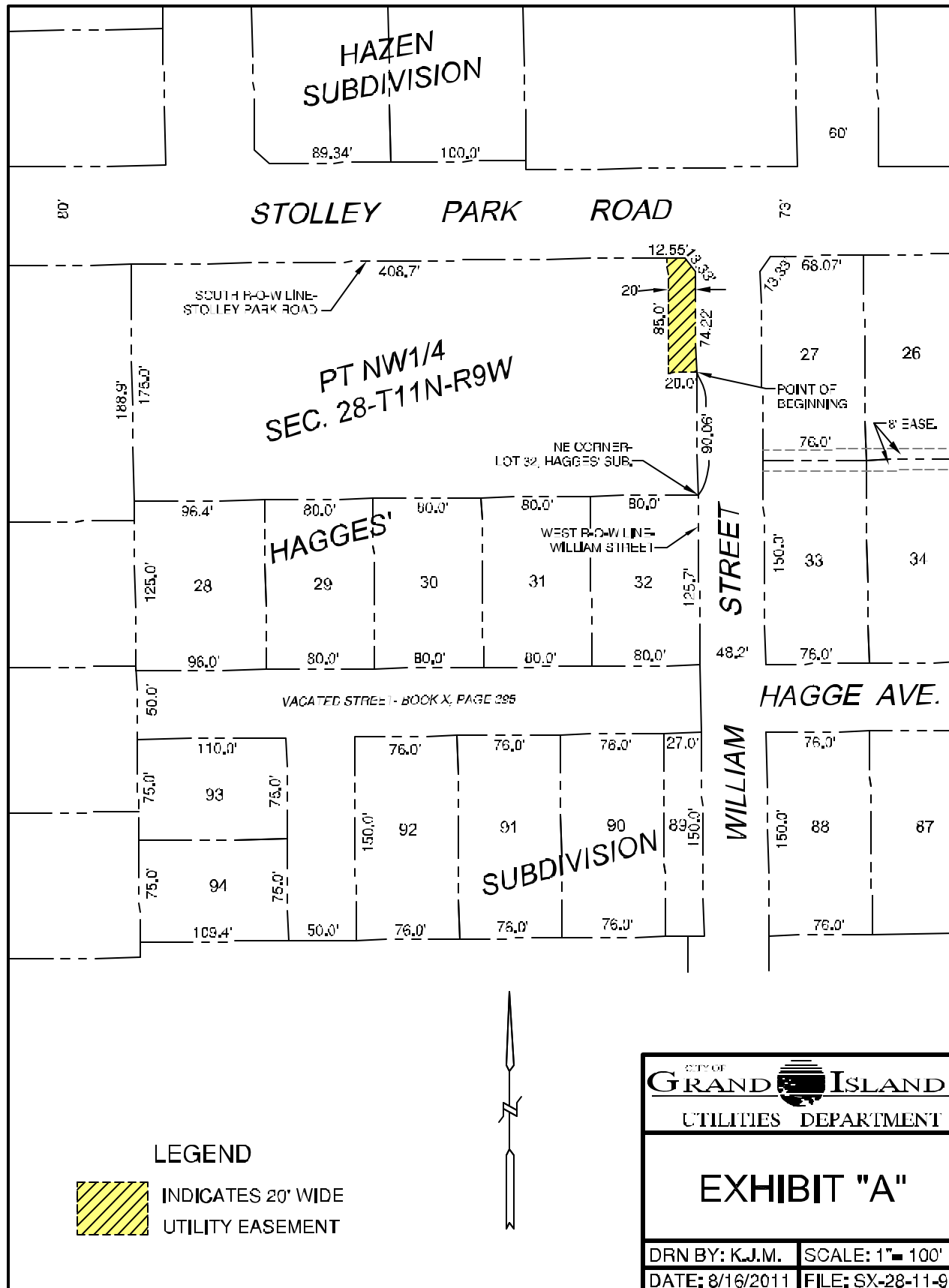
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G7

**#2011-232 - Approving Acquisition of Utility Easement - 1220 S.
Gunbarrel Road - Meister**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-232

WHEREAS, a public utility easement is required by the City of Grand Island, from Christopher and Natalie Meister, 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 September 13, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter (SE1/4) Section Twenty Four (24), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska; thence southerly along the easterly line of the Southeast Quarter (SE1/4) said Section Twenty Four (24), a distance of fifty seven (57.0) feet; thence deflecting right 96°41'00" and running in a northwesterly direction along the centerline of an existing sixteen (16.0) foot wide easement as described in Document 93-107215 recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of three hundred sixty (360.0) feet to the ACTUAL Point of Beginning; thence deflecting right 84°22'12" and running in a northerly direction, a distance of twenty six and thirty five hundredths (26.35) feet to a point on the northerly line of Lot One (1), Paradise Lake Estates Fifth Subdivision. The sidelines of the described tract shall be prolonged or shortened as required to terminate on the boundary of the Grantor's property.

The above-described easement and right-of-way containing a total of 527 square feet, more or less, as shown on the plat dated 8/19/2011, 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 Christopher and Natalie Meister on the above-described tract of land.

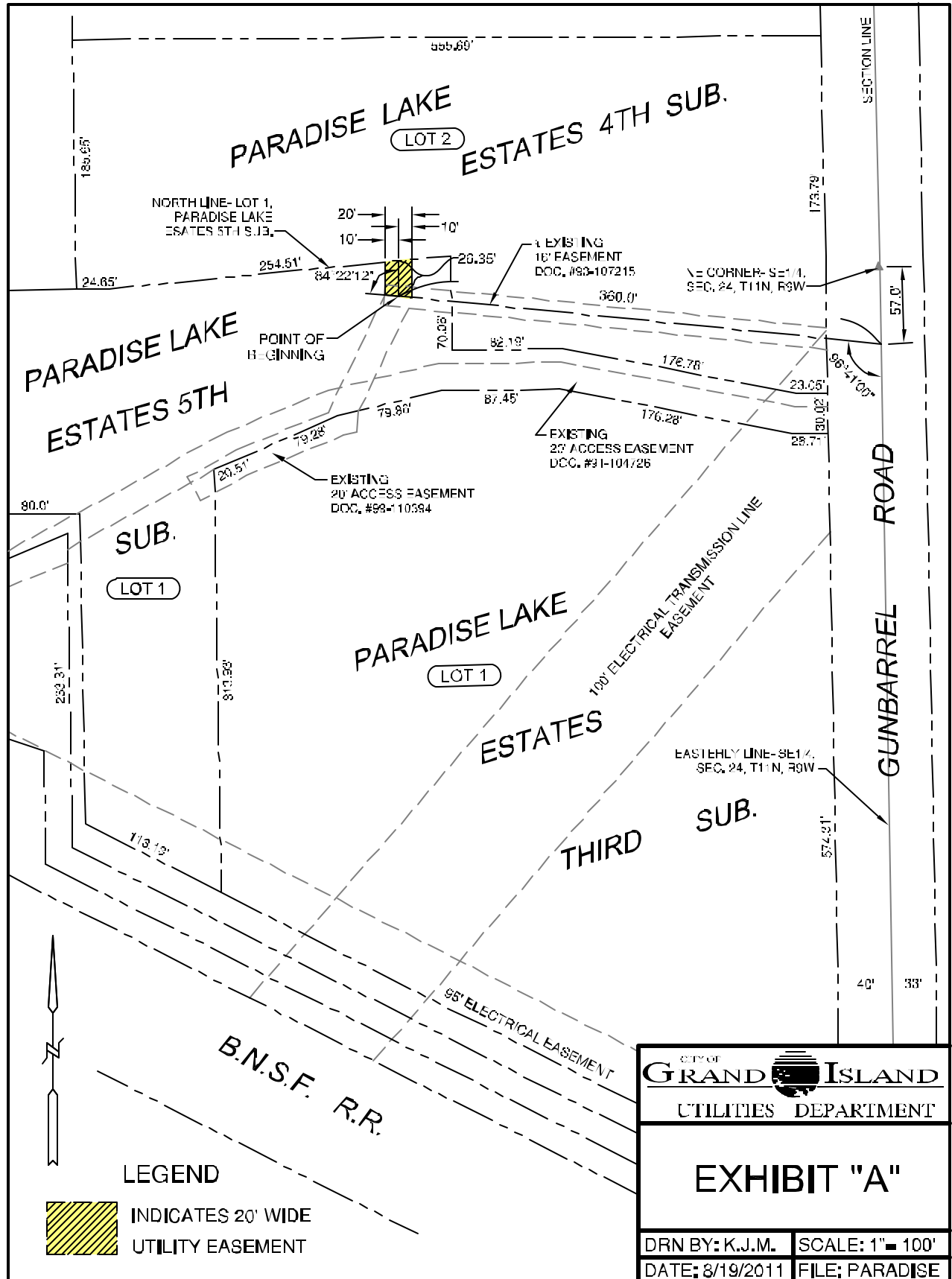
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G8

**#2011-233 - Approving Acquisition of Utility Easement - Northeast
Corner of Starr School Property - School District of Grand Island**

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Tim Luchsinger

RESOLUTION 2011-233

WHEREAS, a public utility easement is required by the City of Grand Island, from the School District of Grand Island, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including water lines and public fire hydrants; and;

WHEREAS, a public hearing was held on September 13, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The northerly twenty (20.0) feet of the easterly twenty (20.) feet of Lot Thirty Two (32), Block Three (3), Southern Acres Addition.

The above-described easement and right-of-way containing a total of 400 square feet, more or less, as shown on the plat dated 8/16/2011, 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 the School District of Grand Island on the above-described tract of land.

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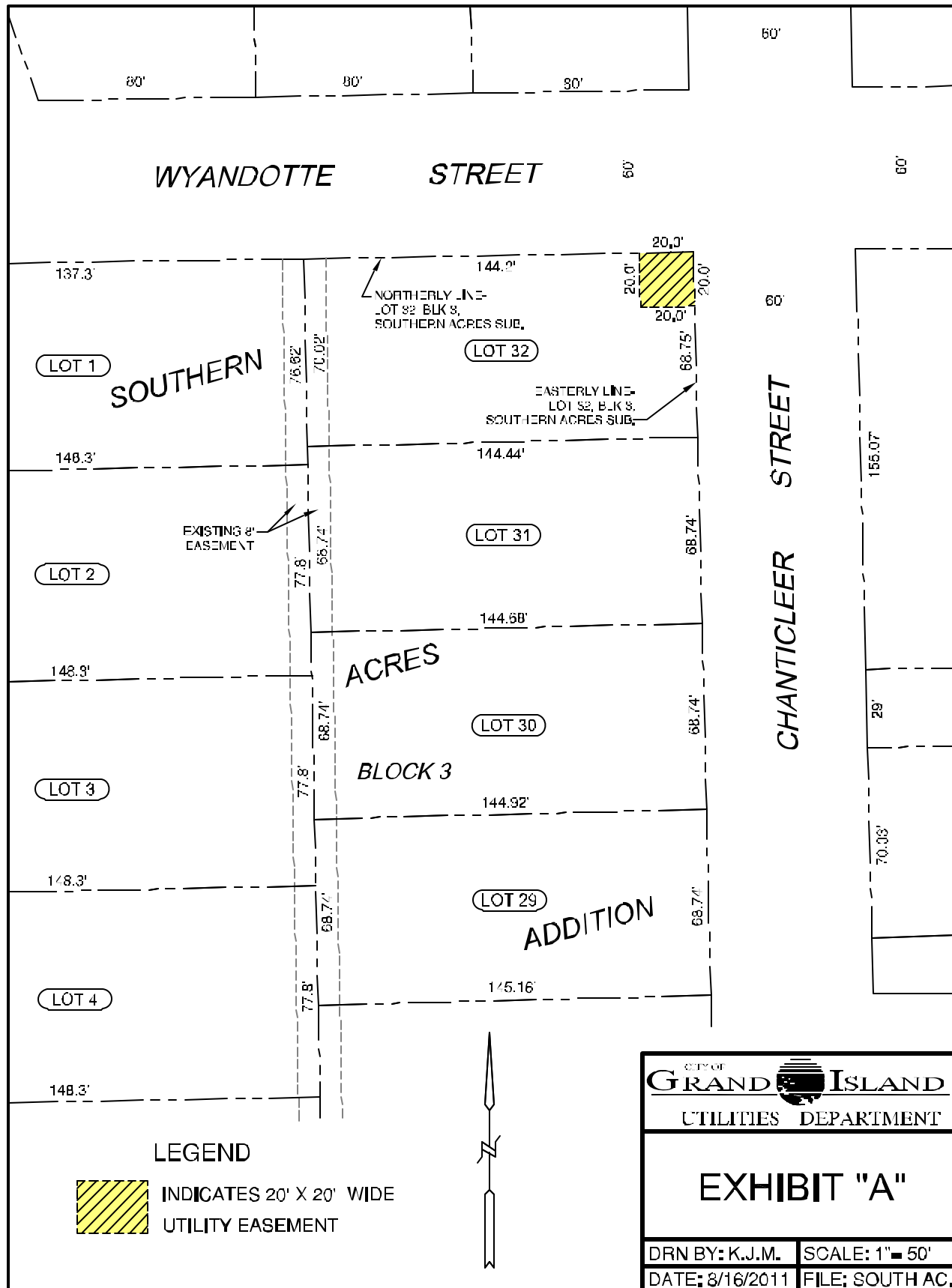
Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney





City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G9

**#2011-234 - Approving Acquisition of Utility Easement - 5112 S.
Antelope Drive - Rich & Sons Camper Sales**

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: Tim Luchsinger

RESOLUTION 2011-234

WHEREAS, a public utility easement is required by the City of Grand Island, from Rich & Sons Camper Sales of Grand Island, Nebraska, 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 September 13, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of Lot One (1), Hiser Subdivision; thence northerly along the westerly line of said Lot One (1), a distance of one hundred (100.0) feet to the ACTUAL Point of Beginning; thence easterly and parallel with the northerly line of said Lot One (1), a distance of one hundred seventy six (176.0) feet.

The above-described easement and right-of-way containing a total of 0.081 acres, more or less, as shown on the plat dated 8/15/2011, 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 Rich and Sons Camper Sales of Grand Island, Nebraska on the above-described tract of land.

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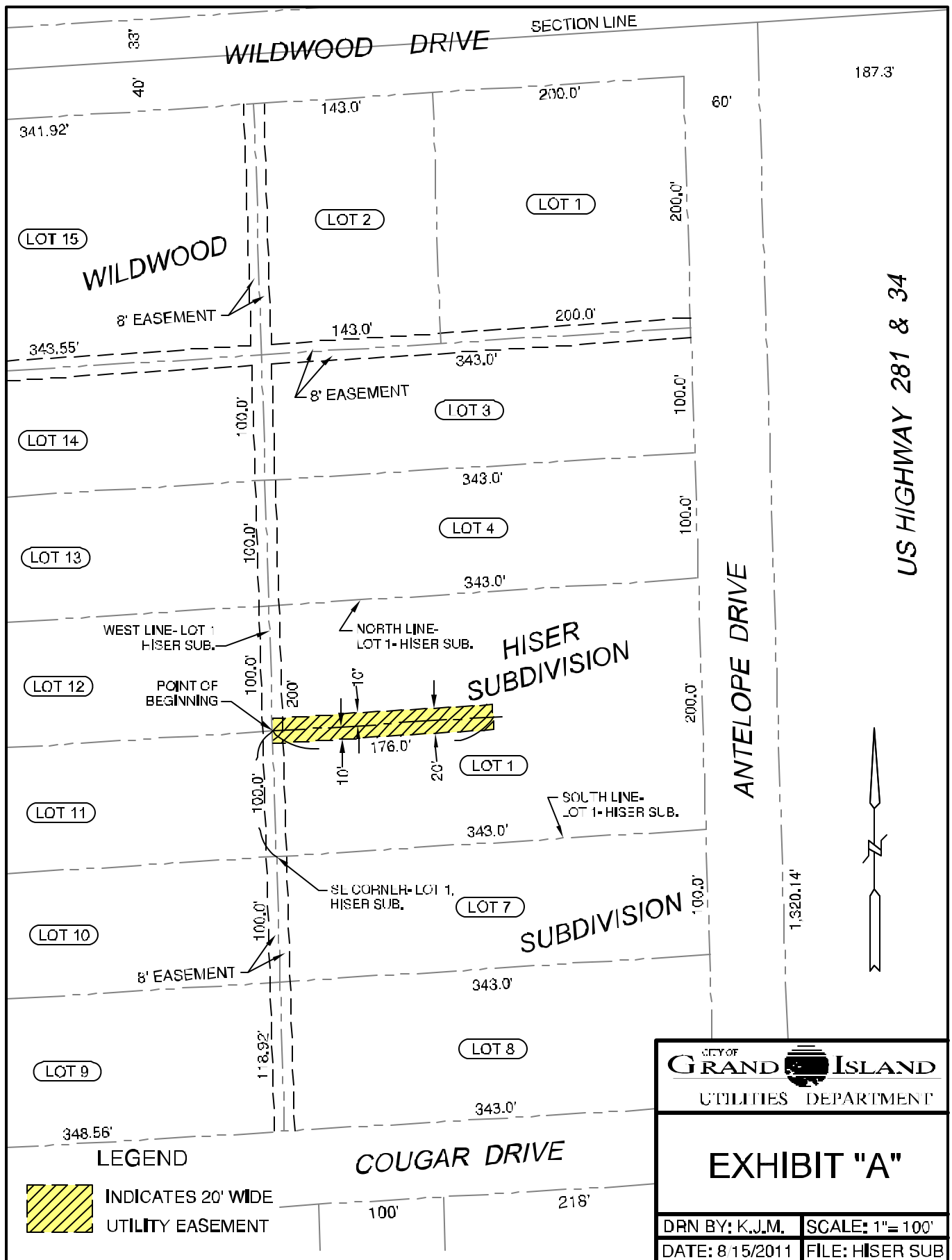
Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



<p>CITY OF GRAND ISLAND</p> <p>UTILITIES DEPARTMENT</p>	
<p>EXHIBIT "A"</p>	
<p>DRN BY: K.J.M.</p>	<p>SCALE: 1" = 100'</p>
<p>DATE: 8/15/2011</p>	<p>FILE: HISER SUB</p>



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G10

**#2011-235 - Approving Change Order #1 - Water Main Project
2011-W-1 - Water Main Replacement - 7th Street, Elm to Clark,
and Clark from 7th to 9th Street**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 13, 2011

Subject: Water Main Project 2011-W-1, Change Order #1

Item #'s: G-10

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The referenced project was contracted with The Diamond Engineering Co. to replace the 100 plus year old 4" water main in 7th Street between Elm Street and Clark Street; and in Clark Street from 7th Street to 9th Street. A new 8" diameter ductile-iron water main, new water service connections to each adjacent residential property, and related upgrades in the area will insure continued operation and service reliability of the water system for the next 100 years.

The project is part of a Community Development Block Grant designated to help revitalize an area where the residents meet income guidelines established by the Nebraska Department of Economic Development. The grant covers infrastructure improvements, engineering, and administrative costs.

Attached for reference is a map of the area within the Grant.

Discussion

The contract documents provide for the contractor to be paid on the basis of actual quantities installed at the contract's unit prices. Due to encountered unknown obstacles, adjustments were needed in actual quantities installed versus estimated quantities. Additional items were also required to be removed, replaced, and installed that were not listed in the original contract quantity estimate. These include: additional concrete surfacing; replacing a 102 year old water service that ran under an adjoining business, and eliminating a storm sewer conflict.

The original Contract amount was \$206,907.32. The amount for Change Order #1 is \$23,418.38, for a final Contract amount of \$230,325.70. A detail listing of all quantities used on the project is attached.

Alternatives

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

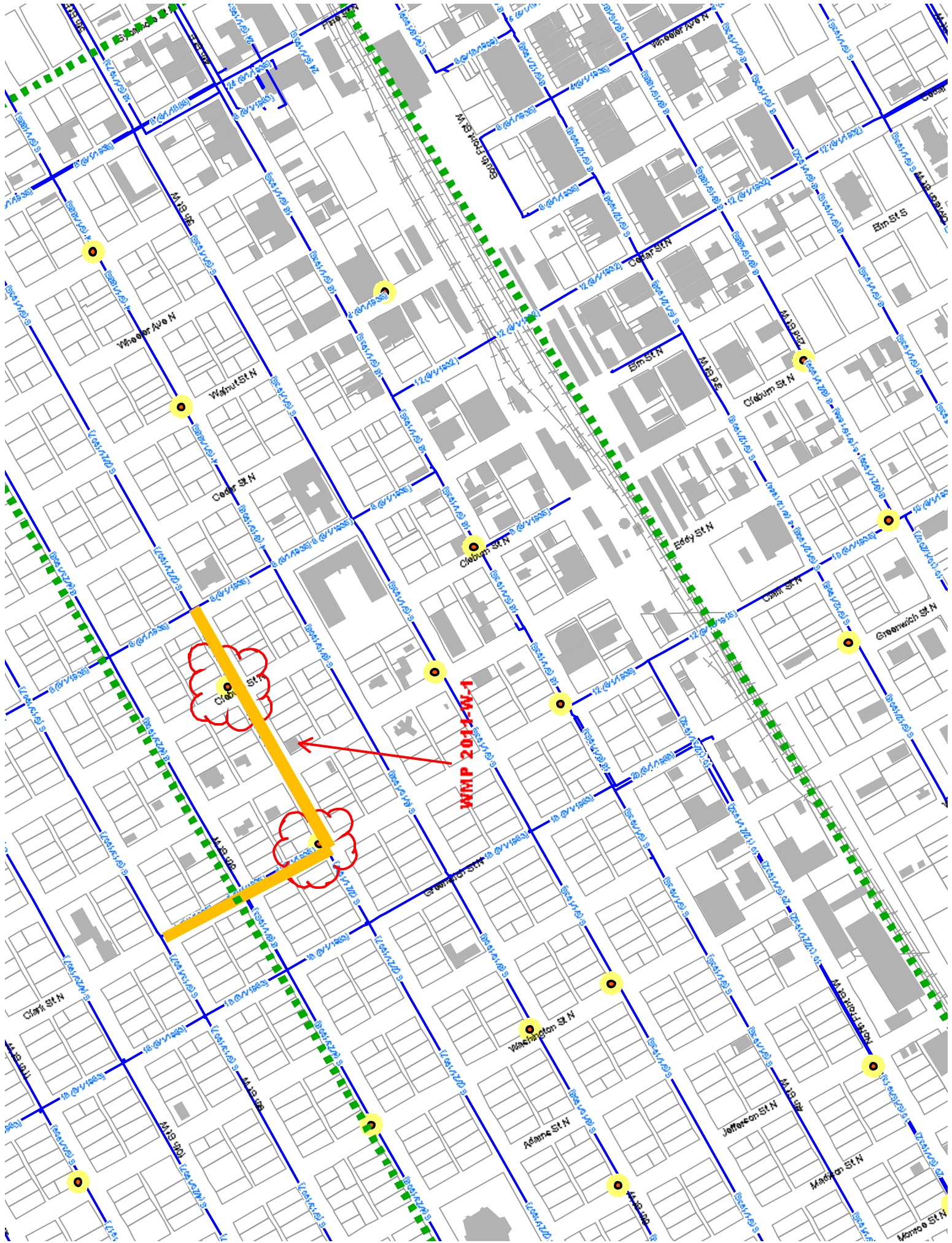
1. Move to approve.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

It is recommended that the Council approve Change Order #1 for a total amount of \$230,325.70, an increase of \$23,418.38.

Sample Motion

Move to amend the amount of the contract for Water Main Project 2011-W-1 with the Diamond Engineering Company, of Grand Island, Nebraska to the amount of \$230,325.70.



GRAND ISLAND, NE 68802-1327
P.O. BOX 1327
1621 WEST ANNA
(308) 382-0362
FAX (308) 362-8583

THE DIAMOND ENGINEERING CO.
ENGINEERS AND CONTRACTORS

WICHITA, KANSAS 67277-2848
P.O. BOX 12348
3612 WEST LAWLER
(316) 943-3651
FAX (316) 943-7235

August 30, 2011

City of Grand Island, Nebraska
Attn: Tom Zeckser
P.O. Box 1968
Grand Island, Nebraska 68802

RE: Water Main Project 2011-W-1

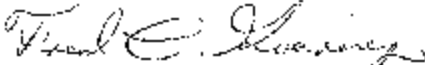
Tom:

The prices you requested for the Clark Street and 7th Street Water Main project are listed below:

Radius Inlet Box	\$3,000.00/EA @ 1EA = \$3,000.00
8" 45 deg Bend	\$370.00/EA @ 2 EA = \$ 740.00
Redi Rods & Dug lugs	\$149.50/EA @ 1 EA = \$ 149.50
New 1" service @ 615 North Eddy	\$4,995.00/LS @ 1 EA = <u>\$4,995.00</u>
	Total \$8,884.50

If you have any questions give me a call.

The Diamond Engineering Company


Fred C. Goering Vice President

CC: File 2114

Water Main Project 2011-W-1

Bids: 4/14/2011

Pay Request: No. 6 FINAL

Seventh Street, from Elm St to Clark St - and Clark Street, from 7th St to 9th St;
Water Main Replacement.

Date: 9/1/2011

THE DIAMOND ENGINEERING COMPANY

P O Box 1327

Grand Island, NE 68802

Tel: (308) 382-8362 Fax: (308) 382-8389

ITEM	DESCRIPTION	QUANTITY EST.	UNIT \$	TOTAL \$	QUANTITIES PLACED		TOTAL AMT COMPLETED \$	
1.01	8" d.i. pipe (r.j.) - trenchless installation	1,390.8	l.f.	48.10	66,597.48	1,385.40	l.f.	66,637.74
1.02	8" d.i. pipe (s.j.) - trenchless	39.2	l.f.	38.55	1,511.16	39.20	l.f.	1,511.16
1.03	8" d.i. pipe (s.j.)	41.7	l.f.	34.80	1,451.16	33.50	l.f.	1,165.80
1.04	8"x8"x8" m.j. tapping sleeve	1.0	ea.	2,280.00	2,280.00	1.00	ea.	2,280.00
1.05	8"x8"x8" m.j. tee	1.0	ea.	462.35	462.35	1.00	ea.	462.35
1.06	8"x8"x6" m.j. tapping sleeve	1.0	ea.	2,071.00	2,071.00	0.00	ea.	0.00
1.07	8"x8"x6" m.j. tee	4.0	ea.	428.00	1,712.00	4.00	ea.	1,712.00
1.08	8"x6" m.j. reducer	2.0	ea.	217.00	434.00	2.00	ea.	434.00
1.09	8" retainer gland	0.0	ea.	110.00	0.00	4.00	ea.	440.00
1.10	8" sleeve coupling	0.0	ea.	329.00	0.00	4.00	ea.	1,316.00
1.11	6"x6"x6" m.j. tapping sleeve	1.0	ea.	1,329.00	1,329.00	2.00	ea.	3,858.00
1.12	6"x6"x6" m.j. tee	1.0	ea.	392.00	392.00	1.00	ea.	392.00
1.13	6" retainer gland	0.0	ea.	95.00	0.00	1.00	ea.	95.00
1.14	6" sleeve coupling	2.0	ea.	290.00	580.00	2.00	ea.	580.00
1.15	8" r.s. tapping valve	1.0	ea.	1,555.00	1,555.00	1.00	ea.	1,555.00
1.16	8" r.s. gate valve	1.0	ea.	1,360.00	1,360.00	1.00	ea.	1,360.00
1.17	6" r.s. tapping valve	2.0	ea.	1,085.00	2,130.00	2.00	ea.	2,130.00
1.18	6" r.s. gate valve	0.0	ea.	960.00	0.00	0.00	ea.	0.00
1.19	valve box	4.0	ea.	201.60	806.40	4.00	ea.	806.40
1.20	fire hydrant assembly	5.0	ea.	2,150.00	10,750.00	5.00	ea.	10,750.00
1.21	thrust block	9.0	ea.	192.80	1,735.20	11.00	ea.	1,460.80
1.22	l-beam block	3.0	ea.	652.00	1,956.00	3.00	ea.	1,956.00
1.23	1" copper water service (complete)	35.0	ea.	2,040.00	71,400.00	35.00	ea.	71,400.00
1.24	8 mil polywrap	1,471.7	l.f.	0.90	1,412.83	1,468.00	l.f.	1,409.28
1.25	abandon existing water main complete	4.0	ea.	505.00	2,020.00	4.00	ea.	2,020.00
1.26	abandon water main in manhole complete	3.0	ea.	208.00	624.00	2.00	ea.	416.00
1.27	remove and salvage existing fire hydrant	2.0	ea.	166.40	332.80	2.00	ea.	332.80
1.28	remove existing roadway	265.8	s.y.	6.75	1,794.15	281.50	s.y.	1,900.13
1.29	replace concrete roadway	265.8	s.y.	39.10	10,392.78	281.50	s.y.	11,006.65
1.30	remove integral curb	121.6	l.f.	3.00	364.80	119.70	l.f.	359.10
1.31	replace integral curb	121.6	l.f.	3.15	383.04	119.70	l.f.	377.06
1.32	remove asph./conc. Driveway	75.9	s.y.	6.55	497.15	123.56	s.y.	809.32
1.33	replace asph./conc. Driveway	75.9	s.y.	26.75	2,030.33	123.56	s.y.	4,540.83
1.34	remove concrete sidewalk	1,109.0	s.f.	0.80	887.20	2,527.10	s.f.	2,021.68
1.35	replace concrete sidewalk	1,372.8	s.f.	5.50	7,550.40	2,980.00	s.f.	16,390.00
1.36	remove brick sidewalk	253.9	s.f.	0.88	223.43	343.90	s.f.	302.63
1.37	replace brick sidewalk	0.0	s.f.	10.40	0.00	0.00	s.f.	0.00
1.38	saw cut	111.6	l.f.	3.35	373.86	196.90	l.f.	659.62
1.39	Residential Seeding	10,000.0	s.f.	0.35	3,500.00	10,611.00	s.f.	3,713.85
1.40	Traffic Control	1.00	l.s.	2,880.00	2,880.00	1.00	l.s.	2,880.00

Contract Amount

\$206,907.32

Amount Completed

\$221,441.20

Additional Items per Change Order 1

\$8,884.50

Contract Amount per Change Order 1

\$230,325.70

Less Pay Request 1

(\$26,321.49)

Less Pay Request 2

(\$28,738.44)

Less Pay Request 3

(\$1,766.89)

Less Pay Request 4

(\$52,256.20)

Less Pay Request 5

(\$55,690.46)

Amount Due Pay Request 6 (per Final Contract Amount)

\$65,552.22

Approved by: THE DIAMOND ENGINEERING COMPANY

Signed: *Paul C. Hoering*

Date: *9/2/11*

Approved by: GRAND ISLAND UTILITIES DEPARTMENT

PO #			
Vendor #	154		
Invoice #	No. 6 FINAL		
Description	Water Main Project 2011-W-1		
Approved by	<i>W. Sauer</i>		Date 9/2/11
Org-obj #	Amount	WVO#	Taxable Amount
52514510	\$65,552.22	W23480	

Date: 9/2/2011



CHANGE ORDER #1

TO: The Diamond Engineering Company
PO Box 1327
1521 West Anna Street
Grand Island, NE 68801

PROJECT: Water Main Project 2011-W-1
Water Main Replacement
Seventh Street, from Elm Street to Clark Street
and Clark Street, from 7th Street to 9th Street

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

1. Amend the original contract price of \$206,907.32 to \$230,325.70, an increase of \$23,418.38, due to necessary addition and deletion of project materials.

DESCRIPTION	\$ BID TOTAL \$	ADDITIONAL QUANTITIES	
		PLACED	TOTAL AMT
ORIGINAL CONTRACT AMOUNT	\$206,907.32		
Cost for Quantities Installed per Contract			\$221,441.20
Add Radius Rlet Box (1 @ \$3,000.00 ea)		1.0 ea.	3,000.00
Add 3" 45 deg Bend (2 @ \$370.00 ea)		2.0 ea.	740.00
Add Redd Rods & Dug Lugs (1 @ \$149.50 ea)		1.0 ea.	149.50
Add New 1" Service @ \$15 North Liddy		1.0 ea.	4,995.00
FINAL CONTRACT AMOUNT			\$230,325.70
AMOUNT OF CHANGE ORDER #1			\$23,418.38

Approval and acceptance of this Change Order acknowledges understanding and agreement that no additional claims will be considered.

APPROVED: CITY OF GRAND ISLAND

By: _____
Mayor

Date: _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: THE DIAMOND ENGINEERING COMPANY

By: Frank C. Goring

Date: 9/2/11

RESOLUTION 2011-235

WHEREAS, the Diamond Engineering Company of Grand Island, Nebraska, was awarded the contract for Water Main Project 2011-W-1, 7th Street from Elm Street to Clark Street, from 7th Street to 9th Street, at the April 26, 2011 City Council meeting in the amount of \$206,907.32; and

WHEREAS, the Contract with the Diamond Engineering Company provides for the contractor to be paid on the basis of actual quantities installed at the contract's unit prices; and

WHEREAS, due encountered unknown obstacles, adjustments were needed in actual quantities installed versus estimated quantities, the amount was increased by \$23,418.38 from the original bid; and

WHEAREAS, Change Order #1 was prepared for the final construction contract adjustment, resulting in a final contract amount of \$230,325.70.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with the Diamond Engineering Company of Grand Island, Nebraska resulting in a final contract price of \$230,325.70, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G11

**#2011-236 - Approving the Boiler & Machinery Insurance for the
Utilities Department for 2011 - 2012**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney/Purchasing

Meeting: September 13, 2011

Subject: Boiler and Machinery Insurance – Utilities Department

Item #'s: G-11

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Utilities Department Boiler and Machinery Property Peril and Fire coverage insurance is up for renewal as of October 1, 2011. This insurance is specifically designed for Electric Utilities and is readily adaptable to the Water Utility, which is also included in the coverage. The standard policy excludes losses due to acts of terrorism unless the optional Terrorism Insurance is accepted. The Utilities Department's insurance provider, FM Global, provided the attached proposal for renewal of the present coverage.

The complete policy is available in the Utilities office for review, along with a Policy Holder Disclosure form for execution by the City, either accepting or rejecting terrorism coverage. The renewal proposal and proposed policy have been reviewed by the Legal Department.

Discussion

Key provisions included in the proposed renewal are an increase in the insured valuation from \$456,743,074, to \$479,159,343; a premium increase of \$28,561, which results in an annual premium change from \$354,375 for the current year to \$382,936 for the 2011-2012 year; and a premium increase of \$651 for Terrorism Insurance, which results in an annual premium change from \$21,721 for the current year to \$22,372 for the 2011-2012 year.

The increase in insured valuation of assets was reviewed by Utility staff and is in line with replacement costs seen in the utility industry, as well as the resulting policy premium increase.

The annual premium to add terrorism coverage is \$22,372.00. The probability that a relatively remote location in the central part of the nation would be targeted for a terrorist attack may be very unlikely, but the determination of a terrorist attack is not clearly defined, such as an attack similar to the Oklahoma City Federal Building. Regardless of the cause, the loss of a high valued asset as the Platte Generating Station must be protected from risk, and the acceptance of Terrorism Insurance is recommended.

The premium for the renewal of the Boiler and Machinery, Property Peril, and Fire coverage is \$405,308.00, which includes Terrorism Insurance, 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 approve renewal of the Utilities Department's Boiler and Machinery, Property and Peril, and Fire Insurance with FM Global, and execution of the Notice of Terrorism Insurance Coverage form to accept that coverage.

Sample Motion

Move to approve acceptance of the FM Global Insurance for the Utilities Department, with authorization to accept the Terrorism Coverage.

Proposal

City of Grand Island
August 18, 2011



Overview

For 28 years The City of Grand Island and FM Global have had a continuous business relationship. This relationship focused on a single goal; to protect the value of your business. FM Global wants to help reduce exposure and at the same time have the capital available for Grand Island to continue to serve their customers in a manner they expect to be served. There are very few risk reduction recommendations remaining as Grand Island continues their stellar service to their customers. At FM Global we continue our efforts to improve or revise our service to support your objectives. With new leadership we look forward to at least another 28 year relationship of protecting the value of our clients business.

Client Service Plan /Accomplishments

The review, inspection and testing of fuel burner combustion safety controls at the Platte and Burdick plants has been completed with a program in place to test this equipment on a regular frequency.

The steam valves at the Burdick Station were dismantled on Units No. 1 and 2

FM Global has offered some options to reduce the renewal premium.

FM Global would like to be involved in the plan review process prior to the start of construction for;

- A substation being added to the Platte Generating site in the next couple of years.
- Replacing the Platte Station automatic sprinkler controls for the coal conveyors and control building.

Insurance

Last renewal we discussed the options for the latest innovative two-part coverage, **“Sustainability Select”**. It provides a unique avenue toward developing sound, sustainable risk improvement strategies—and one that will assimilate nicely with your overall sustainability initiatives.

“Sustainability Select” consists of two parts – one allowing for risk improvement following a loss, and the other providing funds to repair or replace physically damaged portions of a facility with materials that qualify as “green.” These coverages are available either separately or together, and both are available on a location specific basis, giving you maximum flexibility to concentrate your sustainability efforts where you feel they are needed most.

- **Risk Improvement Coverage** provides for risk improvement following a loss. It allows you to spend additional funds to complete physical protection recommendations published in the FM Global Property Loss Prevention Data Sheets current at the time of the loss.
 - No other carrier offers any coverage like this, nor do they have the ability to do so effectively.

- This allows you to transfer some of the risk expense for improving the risk quality at a given location to FM Global *after* a loss occurs!
 - The payment is not limited to the physically damaged property – it can be used to satisfy any recommendation within the location affected by the loss, whether or not that portion of the location experienced any damage.
 - There is a two-year timeframe in which to make the improvements.
 - Coverage also applies to loss or damage to production equipment.
 - Pays for 10% of the property damage loss at the location, up to USD500,000 per occurrence.
-
- **Green Coverage** provides you with the opportunity to more easily upgrade physically damaged portions of your facility using more efficient and environmentally accommodating building materials and practices.
 - Damaged portions of the facility can be repaired or replaced to any recognized “green” standard. By not tying this coverage to any one specific “green” authority (for example, LEED), you are given the flexibility to use locally recognized certification authorities/professionals.
 - Time Element coverage is included.
 - Pays up to 25% of the loss amount to the damaged property, up to USD5,000,000 per occurrence.

Contract Certainty – FM Global strives to continue to be a leader in contract certainty. Another new resource available is the FM Global Advantage Policy Commentary, available on *MyRisk* to help you better understand the full scope of the FM Global Advantage policy. The commentary takes language directly from the policy and offers simple explanations of the clauses and definitions, plus realistic loss examples. It is structured to make it quick and easy to find a specific term, clause or definition. This is unique in the marketplace, and demonstrates our commitment to policy transparency.

We continue to pride ourselves on ensuring that documentation reflecting our agreements is provided in a timely manner. With agreement to all renewal terms, if an order to bind coverage as outlined herein is confirmed at least five business days prior to renewal, FM Global will guarantee that the Master Policy will be delivered prior to the renewal date.

Financial Strength and Business Model

Financial Strength and Stability

Despite the tumultuous economy, FM Global maintains a solid balance sheet with ample liquidity to meet policyholder obligations. As of 31 December 2010, Policyholders’ Surplus was nearly US \$7.3 billion and Gross Premium in force was US \$4.8 billion.

FM Global’s ability to provide stable capacity and meet its obligations to policyholders has been confirmed by major industry rating agencies, principally:

Proposal



In October 2010 A.M. Best affirmed FM Global's A+ (Superior) rating and Stable rating outlook, citing FM Global's "solid operating performance" and "very strong capitalization". An A+ rating is assigned to those insurers with "a very strong ability to meet their ongoing obligations to policyholders", according to A.M. Best, who also noted FM Global as a "market leader" with significant market share and policyholder retention as a result of its "stable capacity, unmatched engineering, global reach, loss prevention technology and shared commitment to property preservation . . ." for its policyholders.

In January 2011 Fitch Ratings affirmed FM Global's AA (Very Strong) rating and Stable rating outlook. Fitch views FM Global's engineering and property loss prevention services as "key advantages that are difficult to replicate", and believes "this expertise will result in sustainable underwriting results that are better than peers."

Mutual Ownership

As a mutual company, our clients are our owners. Our difference is the ability to absorb and tolerate volatility. The value to our clients is large, stable capacity and the ability to focus on understanding the risk.

Our philosophy as a mutual company is that to meet our customers' needs we must maintain open lines of communication. Through our Board of Directors, Regional Advisory Boards and Risk Management Executive Councils, FM Global senior management receives input from a representation of policyholders. Many positive changes in our operations including the development of new products have been made as a result of these interactions.

As a mutual company, FM Global is able to share our positive results with clients instead of returning money to shareholders. We have been able to deliver this benefit in a number of ways including:

Membership Credits - we have distributed five Membership Credits with a total of nearly US \$1.7 billion returned to our policyholders since 2001.

A Membership Credit was not declared by the Board of Directors that would affect this renewal. The 2010 – 2011 renewal invoice provided a Membership Credit in the amount of USD54,073.

Proposal



Changes from the current Policy include:

- Increase in the Policy Limit to \$580,000,000

***Note:** The above does not replace or modify any of the actual terms and conditions stated in the policy. For the actual terms and conditions of your coverage, please refer to your FM Global policy.*

Proposal



Schedule of Locations and Values

Loc. No.	Address	100% Values	
	See Policy for schedule of locations		
		Building	USD 71,474,765
		<u>Machinery and Equipment</u>	USD407,684,578
		Total Property	USD479,159,578

Total Insurable Value:	
2010	2011
USD 456,743,074	USD479,159,578

Premium

2009	2011
USD 354,375 All Risk	USD 382,936 All Risk
<u>USD 21,721 Terrorism</u>	<u>USD 22,372 Terrorism</u>
USD 376,096 Total	USD 405,308 Total

Sustainability Select Coverage

Coverage	Limit	Premium
A	USD100,000	USD 6,558
	USD500,000	USD 9,938
B	USD500,000	USD13,117
	USD5,000,000	USD26,233

Payment is due upon receipt of invoice or on the date coverage begins, whichever is later. Policies will be subject to cancellation for non-payment of premium bills.

Premium does not include various fees, taxes or surcharges.

Premium does not include the quote for Certified Terrorism. See the optional Terrorism quote detailed elsewhere.

U. S. Terrorism

The Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and again in 2007, requires that insurers advise clients, prior to the renewal date of their current policy, of their option to elect or reject terrorism coverage under the act as part of their property renewal policy. It also requires insurers to disclose the cost of such coverage for the policy term. As a brief reminder, the act provides licensed, admitted carriers with a substantial federal reinsurance backstop for terrorism acts that are certified by the Secretary of the Treasury of the United States as covered events (known as certified losses). Generally speaking, the act responds strictly to events that take place within the United States, its protectorates, territories, and possessions. The Act has been extended to expire on 31 December 2014.

Attached is the Policyholder Disclosure Notice of Terrorism Insurance Coverage document and the applicable certified terrorism endorsement. **Please note the following important conditions that require your action:**

The Disclosure form must be completed, signed and returned to Patrick Belding prior to the renewal policy effective date of October 1, 2011 indicating your choice to accept or decline certified coverage as part of your renewal policy.

The premium for certified coverage is USD22,372 for the term of October 1, 2011 to October 1, 2012. This premium corresponds with the annual premium stated on the Policyholder Disclosure Notice of Terrorism Insurance Coverage and does not include applicable taxes or surcharges.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Date: August 18, 2011

Insured Name: City of Grand Island
Account Number: 05249

Insurer Name: Factory Mutual Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS THE U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE PROGRAM YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF October1, 2011 THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of \$ 22,372 . This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

Policyholder / Applicant Signature

Print Name

Date

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

This Endorsement is applicable to all insured Locations in the United States, its territories and possessions and the Commonwealth of Puerto Rico.

Coverage for “Certified Act of Terrorism” Under The Terrorism Risk Insurance Act of 2002, as amended.

In consideration of a premium charged of USD22,372 this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a “Certified Act of Terrorism” as defined herein. This amendment does not apply to any limit of liability for a Certified Act of Terrorism, if any, stated under the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) which includes a provision stating that if the aggregate insured losses exceed USD100,000,000,000 during any program year, neither the United States Government nor any insurer that has met its insurer deductible shall be liable for the payment of any portion of the amount of such losses that exceed USD100,000,000,000. If the aggregate insured losses for all insurers exceed USD100,000,000,000, your coverage may be reduced.

The coverage provided under this Endorsement for “Certified” losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 85% of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided by this Endorsement only applies to a Certified Act of Terrorism.

Reference and Application: The following term(s) means:

Proposal



Certified Act of Terrorism:

A "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and in 2007. The criteria contained in that Act for a "Certified Act of Terrorism" include the following:

- a. The act resulted in aggregate losses in excess of USD5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



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SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT,
Form FMG7308, Edition January 2008



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DECLARATIONS - SECTION A

1. NAMED INSURED AND MAILING ADDRESS

City of Grand Island (Electric and Water Utilities Departments), hereafter referred to as the "Insured", including legal representatives.

100 East First Street
Grand Island, Nebraska 68802

2. POLICY DATES

FROM: 1 October, 2011
TO: 1 October, 2012
TERM: 1 Year

3. TERRITORY

This Policy covers Insured Locations in:

- A. Canada.
- B. The United States of America.
- C. The Commonwealth of Puerto Rico.

4. INSURED LOCATION

- A. The coverages under this Policy apply to an Insured Location unless otherwise provided.

Insured Location is a location:

- 1) listed on a Schedule of Locations, Appendix A attached to this Policy.
- 2) covered as a Miscellaneous Unnamed Location.
- 3) covered under the terms and conditions of the Automatic Coverage or Errors and Omissions provisions.

- B. References and Application. The following term(s) wherever used in this Policy means:

- 1) Miscellaneous Unnamed Location: A Location owned, leased or rented by the Insured, but not specified in the Schedule of Locations.
- 2) Location:
 - a) as specified in the Schedule of Locations, or



- b) if not so specified in the Schedule of Locations: a Location is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each not less than fifty feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of this References and Application.

5. CURRENCY

All amounts, including deductibles, premiums and limits of liability, indicated in this Policy shall be in the currency represented by the three letter currency designation shown. This three letter currency designator is defined in Table A.1-Currency and funds code list, International Standards Organization (ISO) 4217, edition effective at inception of this Policy.

6. OCCURRENCE

The following term wherever used in this Policy means:

A. Occurrence:

The sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by one discrete event of physical loss or damage, except as respects the following:

- 1) Terrorism: Occurrence shall mean the sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by all acts of Terrorism during a continuous period of seventy-two (72) hours.
- 2) Earth Movement: Occurrence shall mean the sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by all Earth Movement(s) during a continuous period of seventy-two (72) hours.

7. LIMITS OF LIABILITY

The Company's maximum limit of liability in an Occurrence regardless of the number of Locations or coverages involved, including any insured TIME ELEMENT loss, will not exceed the Policy limit of liability of USD580,000,000 subject to the following provisions:

- A. limits of liability stated below or elsewhere in this Policy are part of, and not in addition to, the Policy limit of liability.
- B. limits of liability in an Occurrence apply to the total loss or damage at all Locations and for all coverages involved, including any insured TIME ELEMENT loss, subject to the following provisions:
 - 1) when a limit of liability applies in the Aggregate During Any Policy Year, the Company's maximum amount payable will not exceed such limit of liability during any policy year regardless of the number of Locations, coverages or Occurrences involved.



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- 2) when a limit of liability applies to a Location or other specified property, such limit of liability will be the maximum amount payable for all loss or damage at all Locations arising from physical loss or damage at such Location or to such other specified property.
- C. Should an Occurrence result in liability payable under more than one policy issued to the Named Insured by the Company, or its Representative Companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this Policy regardless of the number of Locations, coverages or perils involved.

References and Application. The following term(s) means:

Representative Company(ies):

FM Insurance Company Limited; Affiliated FM Insurance Company; Appalachian Insurance Company or any other company issuing an Underlyer policy at the direction of the Company

Limits of Liability

USD10,000,000:

Miscellaneous Unnamed Locations per Location

USD25,000,000 applies to each of the following:

ACCOUNTS RECEIVABLE;
ERRORS AND OMISSIONS;
FINE ARTS;
VALUABLE PAPERS AND RECORDS

USD15,000,000:

TRANSPORTATION

USD10,000,000 applies to each of the following:

DATA, PROGRAMS OR SOFTWARE and COMPUTER SYSTEMS – NON PHYSICAL DAMAGE combined;
DEBRIS REMOVAL;
DECONTAMINATION COSTS;
DEMOLITION AND INCREASED COST OF CONSTRUCTION;
EXPEDITING COSTS;
MISCELLANEOUS PERSONAL PROPERTY per Location;
OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION per Location

USD1,000,000:

EXTRA EXPENSE

USD100,000,000:

EARTH MOVEMENT in the Aggregate During Any Policy Year



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USD100,000,000:

FLOOD but not to exceed the following limits:

- a) USD1,000,000 for Miscellaneous Unnamed Locations
- b) USD1,000,000 for ERRORS AND OMISSIONS
- c) USD1,000,000 for MISCELLANEOUS PERSONAL PROPERTY
- d) USD1,000,000 for OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION

USD1,000,000:

Coal

USD50,000:

LAND AND WATER CONTAMINANT CLEANUP, REMOVAL AND DISPOSAL in the Aggregate During Any Policy Year

USD25,000 plus 50% of the amount recoverable under this coverage in excess of USD25,000:

PROFESSIONAL FEES

USD5,000,000:

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy

This limit shall not include the Actual Cash Value portion of fire damage caused by Terrorism

USD5,000,000:

TERRORISM in the Aggregate During Any Policy Year but not to exceed the following limit(s) in the Aggregate During Any Policy Year:

- a) USD5,000,000 for Miscellaneous Unnamed Locations, MISCELLANEOUS PERSONAL PROPERTY, OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION and TEMPORARY REMOVAL OF PROPERTY combined
- b) USD5,000,000 for Flood when caused by or resulting from Terrorism

These limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism

These limits do not apply to the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

Time Limits



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In addition to the time limits shown elsewhere in this Policy, the following apply:

90 day period but not to
exceed a USD25,000,000
limit, per Location:

AUTOMATIC COVERAGE but not to exceed the following limit:

a) USD1,000,000 for FLOOD

180 day period but not to
exceed the lesser of a
USD5,000,000 limit or
200% of the Normal Cost:

LOGISTICS EXTRA COST

12 month period:

TIME ELEMENT loss as respects TERRORISM

This Time Limit for TERRORISM coverage shall not be considered additive to any other Time Limits or to any PERIOD OF LIABILITY applying to any coverage provided in the TIME ELEMENT section, and shall be subject to the limits of liability for TERRORISM.

8. PREMIUM

This Policy is issued in consideration of an initial premium. If the term of this Policy is longer than one year, for each subsequent year of coverage, premium will be due at the anniversary and will be subject to rules and rates in effect at that time.

9. PREMIUM PAYABLE

INSUR, Inc. pays the premium under this Policy, and any return of the paid premium accruing under this Policy will be paid to the account of INSUR, Inc.

10. VALUE REPORTING PROVISIONS

The Insured will provide the Company 100% values by location.

These statement(s) of values are due on the date(s) shown below.

<u>Values as Of</u>	<u>Due Date</u>	<u>Type of Values</u>
1 October	1 August	Property values in accordance with the VALUATION clause of the LOSS ADJUSTMENT AND SETTLEMENT section.
1 October	1 August	In addition, Stock and Supplies on the average and maximum values based on the previous 12 month period.

11. WAITING PERIOD

For the purposes of applying COMPUTER SYSTEMS-NON PHYSICAL DAMAGE Coverage, the Waiting Period is 48 hours.



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For the purposes of applying DATA, PROGRAMS OR SOFTWARE Coverage when the loss or damage is caused by the malicious introduction of a machine code or instruction, the Waiting Period is 48 hours.

For the purposes of applying LOGISTICS EXTRA COST Coverage, the Waiting Period is 48 hours except 168 hours applies for Earth Movement and/or Flood and/or Wind.

References and Application. The following term(s) means:

Wind:

Direct action of wind including substance driven by wind. Wind does not mean or include anything defined as Flood in this Policy.

12. DEDUCTIBLES

In each case of loss covered by this Policy, the Company will be liable only if the Insured sustains a loss, including any insured TIME ELEMENT loss, in a single Occurrence greater than the applicable deductible specified below, and only for its share of that greater amount.

- A. When this Policy insures more than one Location, the deductible will apply against the total loss covered by this Policy in an Occurrence except that a deductible that applies on a per Location basis, if specified, will apply separately to each Location where the physical damage occurred regardless of the number of Locations involved in the Occurrence.
- B. Unless stated otherwise, if two or more deductibles apply to an Occurrence, the total to be deducted will not exceed the largest deductible applicable. If two or more deductibles apply on a per Location basis in an Occurrence the largest deductible applying to each Location will be applied separately to each such Location.

Policy Deductible(s)

USD500,000 combined all coverages, per Occurrence, except as follows.

Exceptions to Policy Deductible(s)

- A. Location Nos. 2-01 through 2-11

USD25,000 combined all coverages, per Occurrence, except as follows:

USD500,000 combined all coverages, per Occurrence for Flood

- B. Logistics Extra Cost

USD500,000 per Occurrence



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C. Terrorism coverage and the Actual Cash Value portion of fire damage caused by Terrorism

As respects Locations outside of the United States, its territories and possessions and the Commonwealth of Puerto Rico:

- 1) The greater of the Policy Deductible, or if applicable the Location deductible, per Location.

D. Transportation

USD50,000 per Occurrence, except:

USD250,000 per Occurrence applies to Turbine Units or any components or parts thereof



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PROPERTY DAMAGE - SECTION B

1. PROPERTY INSURED

This Policy insures the following property, unless otherwise excluded elsewhere in this Policy, located at an Insured Location or within 1,000 feet thereof, to the extent of the interest of the Insured in such property.

- A. Real Property, including new buildings and additions under construction at an Insured Location, in which the Insured has an insurable interest.
- B. Personal Property:
 - 1) owned by the Insured.
 - 2) consisting of the Insured's interest as a tenant in improvements and betterments. In the event of physical loss or damage, the Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary.
 - 3) of officers and employees of the Insured.
 - 4) of others in the Insured's custody to the extent the Insured is under obligation to keep insured for physical loss or damage insured by this Policy.
 - 5) of others in the Insured's custody to the extent of the Insured's legal liability for physical loss or damage to Personal Property. The Company will defend that portion of any suit against the Insured that alleges such liability and seeks damages for such insured physical loss or damage. The Company may, without prejudice, investigate, negotiate and settle any claim or suit as the Company deems expedient.

This Policy also insures the interest of contractors and subcontractors in insured property during construction at an Insured Location or within 1,000 feet thereof, to the extent of the Insured's legal liability for insured physical loss or damage to such property. Such interest of contractors and subcontractors is limited to the property for which they have been hired to perform work and such interest will not extend to any TIME ELEMENT coverage provided under this Policy.

2. PROPERTY EXCLUDED

This Policy excludes:

- A. currency, money, precious metal in bullion form, notes, or securities.
- B. land, water or any other substance in or on land; except this exclusion does not apply to:
 - 1) land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property.



- 2) water that is contained within any enclosed tank, piping system or any other processing equipment.
- C. animals, standing timber, growing crops.
- D. watercraft or aircraft.
- E. vehicles of officers and employees of the Insured or vehicles otherwise insured for physical loss or damage.
- F. underground mines or mine shafts or any property within such mine or shaft.
- G. dams and dikes.
- H. property in transit, except as otherwise provided by this Policy.
- I. property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers.
- J. electronic data, programs and software, except when they are stock in process, finished goods manufactured by the Insured, raw materials, supplies or other merchandise not manufactured by the Insured or as otherwise provided by the DATA, PROGRAMS OR SOFTWARE coverage of this Policy.
- K. railroad rolling stock, except when at a location specifically described on the Schedule of Locations.
- L. transmission and distribution systems except as provided by the TRANSMISSION AND DISTRIBUTION SYSTEMS coverage of this Policy.
- M. any Turbine Unit installed or acquired by the Insured after the inception date of this Policy unless specifically endorsed to the Policy.
- N. property insured by Employers Mutual Companies, Policy No. 1A5-03-96-08 or renewal or replacement thereof.

3. ADDITIONAL COVERAGES

This Policy includes the following Additional Coverages for physical loss or damage insured by this Policy.

These Additional Coverages:

- 1) are subject to the applicable limit of liability;
- 2) will not increase the Policy limit of liability; and



- 3) are subject to the Policy provisions, including applicable exclusions and deductibles, all as shown in this section and elsewhere in this Policy.

A. ACCOUNTS RECEIVABLE

This Policy covers any shortage in the collection of accounts receivable, resulting from insured physical loss or damage to accounts receivable records, including accounts receivable records stored as electronic data, while anywhere within this Policy's TERRITORY, including while in transit. The Company will be liable for the interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as the result of such loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.

- 1) In the event of loss to accounts receivable records, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.
- 2) The Insured agrees to use any suitable property or service:
 - a) owned or controlled by the Insured; or
 - b) obtainable from other sources,in reducing the loss under this Additional Coverage.
- 3) This Policy covers any other necessary and reasonable costs incurred to reduce the loss, to the extent the losses are reduced.
- 4) If it is possible to reconstruct accounts receivable records so that no shortage is sustained, the Company will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct such records, and not for any costs covered by any other insurance.
- 5) ACCOUNTS RECEIVABLE Exclusions: The following exclusions are in addition to the EXCLUSIONS clause of this section:

This Additional Coverage does not insure against shortage resulting from:

- a) bookkeeping, accounting or billing errors or omissions; or
- b) (i) alteration, falsification, manipulation; or
- (ii) concealment, destruction or disposal,

of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.



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- 6) The settlement of loss will be made within 90 days from the date of physical loss or damage. All amounts recovered by the Insured on outstanding accounts receivable on the date of loss will belong and be paid to the Company up to the amount of loss paid by the Company. All recoveries exceeding the amount paid will belong to the Insured.

B. AUTOMATIC COVERAGE

This Policy covers insured property at any Location purchased, leased or rented by the Insured after the inception date of this Policy. This coverage applies from the date of purchase, lease or rental.

This Additional Coverage does not apply to property insured in whole or in part by any other insurance policy.

This coverage will apply until whichever of the following occurs first:

- 1) The Location is bound by the Company.
- 2) Agreement is reached that the Location will not be insured under this Policy.
- 3) The Time Limit shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section has been reached. The Time Limit begins on the date of purchase, lease or rental.

C. CONSEQUENTIAL REDUCTION IN VALUE

This Policy covers the reduction in value of insured merchandise that is a part of pairs, sets, or components, directly resulting from physical loss or damage insured by this Policy to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, the Insured will surrender the undamaged parts of such merchandise to the Company.

D. DATA, PROGRAMS OR SOFTWARE

This Policy covers insured Physical Loss Or Damage To Electronic Data, Programs Or Software, including physical loss or damage caused by the malicious introduction of a machine code or instruction, while anywhere within this Policy's TERRITORY, including while in transit.

- 1) With respect to Physical Loss Or Damage caused by the malicious introduction of machine code or instruction, this Additional Coverage will apply when the Period of Liability is in excess of the time shown as Waiting Period in the WAITING PERIOD clause of the DECLARATIONS section.
- 2) This Additional Coverage also covers the cost of the following reasonable and necessary actions taken by the Insured:



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- a) Actions to temporarily protect and preserve insured electronic data, programs or software;
- b) Actions taken for the temporary repair of insured Physical Loss Or Damage To Electronic Data, Programs Or Software and to expedite the permanent repair or replacement of such damaged property,

provided such actions are taken due to actual insured Physical Loss Or Damage To Electronic Data, Programs Or Software.

- 3) This Additional Coverage also covers the reasonable and necessary costs incurred by the Insured to temporarily protect or preserve insured electronic data, programs or software against immediately impending insured Physical Loss Or Damage To Electronic Data, Programs Or Software. In the event that the physical loss or damage does not occur, the costs covered under this item 3 will be subject to the deductible that would have applied if the physical loss or damage had occurred.
- 4) Costs recoverable under this Additional Coverage are excluded from coverage elsewhere in this Policy.
- 5) This Additional Coverage excludes loss or damage to data, programs or software when they are stock in process, finished goods manufactured by the Insured, raw materials, supplies or other merchandise not manufactured by the Insured.
- 6) DATA, PROGRAMS OR SOFTWARE Exclusions: The exclusions in the EXCLUSIONS clause of this section do not apply to DATA, PROGRAMS OR SOFTWARE except for A1, A2, A6, B1, B2, B3a, B4 and B5. In addition as respects DATA, PROGRAMS OR SOFTWARE the following exclusions apply:

This Policy does not insure:

- a) errors or omissions in processing, or copying; all unless physical damage not excluded by this Policy results, in which event, only that resulting damage is insured.
 - b) loss or damage to data, programs or software from errors or omissions in programming or machine instructions; all unless physical damage not excluded by this Policy results, in which event, only that resulting damage is insured.
 - c) deterioration, inherent vice, vermin or wear and tear; all unless physical damage not excluded by this Policy results, in which event, only that resulting damage is insured.
- 7) References and Application. The following term(s) means:
- a) Physical Loss Or Damage To Electronic Data, Programs Or Software:

The destruction, distortion or corruption of electronic data, programs or software.



E. DEBRIS REMOVAL

This Policy covers the reasonable and necessary costs incurred to remove debris from an Insured Location that remains as a direct result of physical loss or damage insured by this Policy.

This Additional Coverage does not cover the costs of removal of:

- 1) contaminated uninsured property; or
- 2) the Contaminant in or on uninsured property,

whether or not the Contamination results from insured physical loss or damage. This Additional Coverage shall cover the costs of removal of contaminated insured property or the Contaminant in or on insured property only if the Contamination, due to the actual not suspected presence of Contaminant(s), of the debris resulted directly from other physical damage not excluded by the Policy.

F. DECONTAMINATION COSTS

If insured property is contaminated as a direct result of physical damage insured by this Policy and there is in force at the time of the loss any law or ordinance regulating Contamination due to the actual not suspected presence of Contaminant(s), then this Policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated due to the actual not suspected presence of Contaminant(s) as a direct result of insured physical damage.

The Company is not liable for the costs required for removing contaminated uninsured property nor the Contaminant therein or thereon, whether or not the Contamination results from an insured event.

G. DEMOLITION AND INCREASED COST OF CONSTRUCTION

- 1) This Policy covers the reasonable and necessary costs incurred, described in item 3 below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures at an Insured Location, provided:
 - a) such law or ordinance is in force on the date of insured physical loss or damage; and
 - b) its enforcement is a direct result of such insured physical loss or damage.
- 2) This Additional Coverage does not cover loss due to any law or ordinance with which the Insured was required to comply had the loss not occurred.



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- 3) This Additional Coverage, as respects the property insured in item 1 above, covers:
- a) the cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance; and
 - b) the cost:
 - (i) to demolish the physically undamaged portion of such property insured; and
 - (ii) to rebuild it with materials and in a manner to satisfy such law or ordinance,to the extent that such costs result when the demolition of the physically damaged insured property is required to satisfy such law or ordinance.
- 4) This Additional Coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of Contamination.
- 5) The Company's maximum liability for this Additional Coverage at each Insured Location in any Occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property insured in item 1 above plus the lesser of:
- a) the reasonable and necessary actual cost incurred, excluding the cost of land, in rebuilding on another site; or
 - b) the cost of rebuilding on the same site.

H. EARTH MOVEMENT

This Policy covers physical loss or damage caused by or resulting from Earth Movement.

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood.

- 1) References and Application. The following term(s) wherever used in this Policy means:
- a) Earth Movement:

Any natural or man-made earth movement including, but not limited to earthquake or landslide, regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical loss or damage by fire, explosion, or sprinkler leakage resulting from Earth Movement will not be considered to be loss by Earth Movement within the terms and conditions of this Policy.

I. ERRORS AND OMISSIONS

If physical loss or damage is not payable under this Policy solely due to an error or unintentional omission:

- 1) in the description of where insured property is physically located;



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- 2) to include any Location:
 - a) owned, leased or rented by the Insured on the effective date of this Policy; or
 - b) purchased, leased or rented by the Insured during the term of this Policy; or
- 3) that results in cancellation of the property insured under this Policy;

this Policy covers such physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made.

It is a condition of this Additional Coverage that any error or unintentional omission be reported by the Insured to the Company when discovered and corrected.

J. EXPEDITING COSTS

This Policy covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to insured property and to expedite the permanent repair or replacement of such damaged property.

This Additional Coverage does not cover costs:

- 1) recoverable elsewhere in this Policy; or
- 2) of permanent repair or replacement of damaged property.

K. FINE ARTS

This Policy covers insured physical loss or damage to Fine Arts articles while anywhere within this Policy's TERRITORY, including while in transit.

- 1) This Additional Coverage excludes loss or damage if the Fine Arts cannot be replaced with other of like kind and quality, unless it is specifically declared to the Company.
- 2) FINE ARTS Exclusion: The exclusions in the EXCLUSIONS clause of this section do not apply to FINE ARTS coverage except for A1, A2, A6, A7, B1, B2, B3a, B4 and B5. In addition, as respects FINE ARTS, the following exclusions apply:

This Policy does not insure against:

- a) deterioration, wear and tear or inherent vice.
- b) fungus, mold or mildew; unless directly resulting from other physical damage not excluded by this Policy.
- c) loss or damage from any repairing, restoration or retouching process.



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3) References and Application. The following term(s) wherever used in this Policy means:

a) Fine Arts:

Paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, securities.

L. FLOOD

This Policy covers physical loss or damage caused by or resulting from Flood.

1) References and Application. The following term(s) wherever used in this Policy means:

a) Flood:

Flood; surface waters; rising waters; storm surge, sea surge, wave wash; waves; tsunami; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom; all whether driven by wind or not; or sewer back-up resulting from any of the foregoing; regardless of any other cause or event, whether natural or man-made, contributing concurrently or in any other sequence of loss. Physical loss or damage from Flood associated with a storm or weather disturbance whether or not identified by name by the U.S. National Hurricane Center or any other meteorological authority, such as the Tokyo Typhoon Center or the Central Pacific Hurricane Center, is considered to be Flood within the terms of this Policy. However, physical loss or damage by fire, explosion or sprinkler leakage resulting from Flood is not considered to be loss by Flood within the terms and conditions of this Policy.

M. LAND AND WATER CONTAMINANT CLEANUP, REMOVAL AND DISPOSAL

This Policy covers the reasonable and necessary cost for the cleanup, removal and disposal of the actual not suspected presence of Contaminant(s) from uninsured property consisting of land, water or any other substance in or on land at the Insured Location if the release, discharge or dispersal of such Contaminant(s) is a direct result of insured physical loss or damage to insured property.

This Policy does not cover the cost to cleanup, remove and dispose of Contamination from such property:

- 1) at any location insured for Personal Property only.
- 2) at any property insured under AUTOMATIC COVERAGE, ERRORS AND OMISSIONS or Miscellaneous Unnamed Location coverage provided by this Policy.



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- 3) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

N. MISCELLANEOUS PERSONAL PROPERTY

This Policy covers insured physical loss or damage to Personal Property of the type insured:

- 1) owned by the Insured or
- 2) property of others in the custody of the Insured, to the extent the Insured is under obligation to keep insured for physical loss or damage, not otherwise excluded from this Policy,

at any Location within the TERRITORY of this Policy.

This Additional Coverage excludes property insured under any other coverage in this Policy.

O. OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION

This Policy covers insured physical loss or damage to property of the type insured that is under contract to be used in a construction project at an Insured Location.

Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this Policy's TERRITORY but away from the Insured Location.

This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor.

P. OPERATIONAL TESTING

This Policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this Additional Coverage.

- 1) References and Application. The following term(s) means:
 - a) Period Of Operational Testing:

The period of time beginning 24 hours prior to the earlier of the following:

- (i) introduction, into a system, of feedstock or other materials for processing or handling;



(ii) commencement of fuel or energy supply to a system,

and ending with the earlier of the following:

(i) the expiration date or cancellation date of this Policy.

(ii) if specified, the number of consecutive days shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section.

Q. PROFESSIONAL FEES

This Policy covers the actual costs incurred by the Insured, of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from insured loss payable under this Policy for which the Company has accepted liability.

- 1) This Additional Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.
- 2) This Additional Coverage is subject to the deductible that applies to the loss.

R. PROTECTION AND PRESERVATION OF PROPERTY

This Policy covers:

- 1) reasonable and necessary costs incurred for actions to temporarily protect or preserve insured property; provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.
- 2) reasonable and necessary:
 - a) fire department fire fighting charges imposed as a result of responding to a fire in, on or exposing the insured property.
 - b) costs incurred of restoring and recharging fire protection systems following an insured loss.
 - c) costs incurred for the water used for fighting a fire in, on or exposing the insured property.

This Additional Coverage does not cover costs incurred for actions to temporarily protect or preserve insured property from actual, or to prevent immediately impending, physical loss or damage covered by TERRORISM coverage as provided in this section of the Policy.



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This Additional Coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred.

S. TEMPORARY REMOVAL OF PROPERTY

- 1) When insured property is removed from an Insured Location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this Policy, this Policy covers such property:
 - a) while at the location to which such property has been moved; and
 - b) for physical loss or damage as provided at the Insured Location from which such property was removed.
- 2) This Additional Coverage does not apply to property:
 - a) insured, in whole or in part, elsewhere in this Policy.
 - b) insured, in whole or in part, by any other insurance policy.
 - c) removed for normal storage, processing or preparation for sale or delivery.

T. TERRORISM

This Policy covers physical loss or damage caused by or resulting from Terrorism only at locations as specifically described on the Schedule of Locations, at Miscellaneous Unnamed Locations and property covered under MISCELLANEOUS PERSONAL PROPERTY and OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION.

Any act which satisfies the definition of Terrorism in item B2f of the EXCLUSIONS clause in this section of the Policy shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this Policy.

Amounts recoverable under this Additional Coverage are excluded from coverage elsewhere in this Policy.

This Additional Coverage does not cover loss or damage which also comes within the terms of either item B2a or B2c of the EXCLUSIONS clause in this section of the Policy.

This Additional Coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this Policy contributing concurrently or in any other sequence to the loss:

- 1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination or that involves the discharge, explosion or use of any nuclear device, weapon or material employing or



involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act; or

- 2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or
- 4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this Additional Coverage, this Policy does not insure any TIME ELEMENT loss as provided in the TIME ELEMENT section of this Policy for more than the number of months shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section.

U. TRANSMISSION AND DISTRIBUTION SYSTEMS

- 1) This Policy covers insured physical loss or damage to:
 - a) Electricity Transmission and Distribution Systems:
 - (i) when located at or within 1,000 feet of a power generating facility owned and operated by the Insured and listed below.
 - (a) Location No. 1-01, Index No. 070402.54, Platte Generating Station, Grand Island, Nebraska
 - (b) Location No. 1-02, Index No. 070402.53, Burdick Station, Grand Island, Nebraska
 - (ii) when located within an insured substation or switchyard beginning at the first incoming circuit breaker or transformer bushing and ending at the last outgoing circuit breaker or transformer bushing.
 - b) Telecommunication Transmission and Distribution Systems beginning at the incoming receiver and ending at the outgoing transmitter at an Insured Location.
- 2) References and Application: The following term(s) means:
 - a) Electricity Transmission and Distribution System:

Electricity transmission and distribution systems, including poles, towers and fixtures, overhead conductors and devices, underground or underwater conduit, underground or underwater conductors and devices.



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b) Telecommunication Transmission and Distribution System:

Telecommunication transmission and distribution systems including but not limited to telephone, cable television, emergency communication, fiber optic systems, and including poles, towers and fixtures, overhead conductors and devices, underground or underwater conduit, underground or underwater conductors and devices.

V. TRANSPORTATION

- 1) This Policy covers the following Personal Property, except as excluded by this Policy, while in transit within the TERRITORY of this Policy:
 - a) owned by the Insured.
 - b) shipped to customers under F.O.B., C & F or similar terms. The Insured's contingent interest in such shipments is admitted.
 - c) of others in the actual or constructive custody of the Insured to the extent of the Insured's interest or legal liability.
 - d) of others sold by the Insured, that the Insured has agreed prior to the loss to insure during course of delivery including:
 - (i) when shipped by the Insured's direct contract service provider or by the Insured's direct contract manufacturer to the Insured or to the Insured's customer.
 - (ii) when shipped by the Insured's customer to the Insured or to the Insured's contract service provider or to the Insured's contract manufacturer.
- 2) This Additional Coverage excludes:
 - a) samples in the custody of salespeople or selling agents.
 - b) property insured under import or export ocean marine insurance.
 - c) waterborne shipments, unless:
 - (i) by inland water; or
 - (ii) by coastal shipments.
 - d) waterborne shipments via Panama Canal or to and from Alaska, the Commonwealth of Puerto Rico, and Hawaii.
 - e) airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.



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- f) property of others, including the Insured's legal liability for it, hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier.
 - g) any transporting vehicle.
- 3) Coverage Attachment and Duration:
- a) This Additional Coverage covers from the time the property leaves the original point of shipment for transit until the property arrives at the destination.
 - b) However, coverage on export shipments not insured under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies begins after discharge from overseas vessels or aircraft.
- 4) This Additional Coverage:
- a) covers general average and salvage charges on shipments covered while waterborne.
 - b) insures physical loss or damage caused by or resulting from:
 - (i) unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts.
 - (ii) improper parties having gained possession of property through fraud or deceit.
- 5) The exclusions in the EXCLUSIONS clause of this section do not apply to TRANSPORTATION coverage except for A1 through A4, B1 through B5, C1, C3, C5, C6, D1 through D3.
- 6) Additional General Provisions:
- a) This Additional Coverage will not inure directly or indirectly to the benefit of any carrier or bailee.
 - b) The Insured has permission, without prejudicing this insurance, to accept:
 - (i) ordinary bills of lading used by carriers;
 - (ii) released bills of lading;
 - (iii) undervalued bills of lading; and
 - (iv) shipping or messenger receipts.



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- c) The Insured may waive subrogation against railroads under side track agreements.

Except as otherwise stated, the Insured will not enter into any special agreement with carriers releasing them from their common law or statutory liability.

W. VALUABLE PAPERS AND RECORDS

This Policy covers insured physical loss or damage to Valuable Papers and Records while anywhere within this Policy's TERRITORY, including while in transit.

- 1) This Additional Coverage excludes loss or damage to:
 - a) property described below, if such property cannot be replaced with other of like kind and quality, unless specifically declared to the Company.
 - b) currency, money or securities.
 - c) property held as samples or for sale or for delivery after sale.
- 2) VALUABLE PAPERS AND RECORDS Exclusions: The exclusions in the EXCLUSIONS clause of this section do not apply to VALUABLE PAPERS AND RECORDS coverage except for A1, A2, A6, A7, B1, B2, B3a, B4, and B5. In addition, as respects VALUABLE PAPERS AND RECORDS the following exclusions apply:

This Policy does not insure:

- a) errors or omissions in processing, or copying; all unless physical damage not excluded by this Policy results, in which event, only that resulting damage is insured.
 - b) deterioration, inherent vice, vermin or wear and tear; all unless physical damage not excluded by this Policy results, in which event, only that resulting damage is insured.
 - c) fungus, mold or mildew; unless directly resulting from other physical damage not excluded by this Policy.
- 3) References and Application. The following term(s) wherever used in this Policy means:
 - a) Valuable Papers and Records:

Written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, all of which must be of value to the Insured.



4. APPLICATION OF POLICY TO DATE OR TIME RECOGNITION

- A. With respect to situations caused by the so-called "Year 2000" problem or any other Date or Time Recognition problem by Electronic Data Processing Equipment or Media, this Policy applies as follows.
- 1) This Policy does not pay for remediation, change, correction, repair or assessment of any Year 2000 or any other Date or Time Recognition problem in any Electronic Data Processing Equipment or Media, whether preventative or remedial, and whether before or after a loss, including temporary protection and preservation of property. This Policy does not pay for any TIME ELEMENT loss resulting from the foregoing remediation, change, correction, repair or assessment.
 - 2) Failure of Electronic Data Processing Equipment or Media to correctly recognize, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times, including the Year 2000, is not physical loss or damage insured against by this Policy. This Policy does not pay for any such incident or for any TIME ELEMENT loss resulting from any such incident.

Subject to all of its terms and conditions, this Policy does pay for physical loss or damage not excluded by this Policy that results from a failure of Electronic Data Processing Equipment or Media to correctly recognize, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times, including the Year 2000. Such covered resulting physical loss or damage does not include any loss, cost or expense described in 1 or 2 above. If such covered resulting physical loss or damage occurs, and if this Policy provides TIME ELEMENT coverage, then, subject to all of its terms and conditions, this Policy also covers any insured Time Element loss directly resulting therefrom.

- B. References and Application. The following term(s) wherever used in this Policy means:

- 1) Date or Time Recognition:

The recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

- 2) Electronic Data Processing Equipment or Media:

Any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.



5. EXCLUSIONS

The following exclusions apply unless specifically stated elsewhere in this Policy:

A. This Policy excludes:

- 1) indirect or remote loss or damage.
- 2) interruption of business, except to the extent provided by this Policy.
- 3) loss of market or loss of use.
- 4) loss or damage or deterioration arising from any delay.
- 5) mysterious disappearance, loss or shortage disclosed on taking inventory, or any unexplained loss.
- 6) loss from enforcement of any law or ordinance:
 - a) regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
 - b) requiring the demolition of any property, including the cost in removing its debris;except as provided by the DECONTAMINATION COSTS and DEMOLITION AND INCREASED COST OF CONSTRUCTION coverages of this section of this Policy.
- 7) loss resulting from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

B. This Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

- 1) nuclear reaction or nuclear radiation or radioactive contamination. However:
 - a) if physical damage by fire or sprinkler leakage results, then only that resulting damage is insured; but not including any loss or damage due to nuclear reaction, radiation or radioactive contamination.
 - b) this Policy does insure physical damage directly caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured Location, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured Location. This coverage does not apply to any act, loss or damage excluded in item B2f of this EXCLUSIONS clause.



This exclusion B1 and the exceptions in B1a and B1b do not apply to any act, loss or damage which also comes within the terms of exclusion B2b of this EXCLUSIONS clause.

- 2) a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
- (i) government or sovereign power (de jure or de facto);
 - (ii) military, naval or air force; or
 - (iii) agent or authority of any party specified in i or ii above.
- b) discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
- c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.
- d) seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- e) risks of contraband, or illegal transportation or trade.
- f) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the TERRORISM coverage in this section of the Policy. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this Policy covers only to the extent of the Actual Cash Value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to:
- (i) direct loss or damage by fire which results from any other applicable exclusion in the Policy, including the discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
 - (ii) any coverage provided in the TIME ELEMENT section of this Policy or to any other coverages provided in this Policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this Policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the terms of item B2a of this EXCLUSIONS clause then item B2a applies in place of this item B2f exclusion.



If any act which satisfies the definition of Terrorism as provided herein also comes within the terms of item B2b of this EXCLUSIONS clause then item B2b applies in place of this item B2f exclusion.

If any act which satisfies the definition of Terrorism as provided herein also comes within the terms of item B2c of this EXCLUSIONS clause then item B2c applies in place of this item B2f exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this item B2f exclusion applies in place of item B1 of this EXCLUSIONS clause.

References and Application. The following term wherever used in this Policy means:

Terrorism:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

- (i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or
 - (ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.
- 3) any dishonest act, including but not limited to theft, committed alone or in collusion with others, at any time:
- a) by an Insured or any proprietor, partner, director, trustee, officer, or employee of an Insured; or
 - b) by any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by an Insured to do anything in connection with property insured under this Policy.

This Policy does insure acts of direct insured physical damage intentionally caused by an employee of an Insured or any individual specified in b above, and done without the knowledge of the Insured. This coverage does not apply to any act excluded in B2f of this EXCLUSIONS clause. In no event does this Policy cover loss by theft by any individual specified in a or b above.

- 4) lack of the following services:

- a) incoming electricity, fuel, water, gas, steam, refrigerant;



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- b) outgoing sewerage;
- c) incoming or outgoing voice, data or video,

all when caused by an event off the Insured Location. But, if the lack of such a service directly causes physical damage insured by this Policy on the Insured Location, then only that resulting damage is insured.

- 5) Earth Movement for property located in Alaska, California, Hawaii, the Commonwealth of Puerto Rico, in the New Madrid Seismic Zone as described in Appendix B and in the Pacific Northwest Seismic Zone as described in Appendix C.

C. This Policy excludes the following, but, if physical damage not excluded by this Policy results, then only that resulting damage is insured:

- 1) faulty workmanship, material, construction or design from any cause.
- 2) loss or damage to stock or material attributable to manufacturing or processing operations while such stock or material is being processed, manufactured, tested, or otherwise worked on.
- 3) deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.
- 4) settling, cracking, shrinking, bulging, or expansion of:
 - a) foundations (including any pedestal, pad, platform or other property supporting machinery).
 - b) floors.
 - c) pavements.
 - d) walls.
 - e) ceilings.
 - f) roofs.
- 5) a) changes of temperature damage (except to machinery or equipment); or
b) changes in relative humidity damage,
all whether atmospheric or not.
- 6) insect, animal or vermin damage.



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- 7) loss or damage to the interior portion of buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls and windows of such buildings has not been completed.
- D. This Policy excludes the following unless directly resulting from other physical damage not excluded by this Policy:
- 1) Contamination, and any cost due to Contamination including the inability to use or occupy property or any cost of making property safe or suitable for use or occupancy. If Contamination due only to the actual not suspected presence of Contaminant(s) directly results from other physical damage not excluded by this Policy, then only physical damage caused by such Contamination may be insured. This exclusion D1 does not apply to radioactive contamination which is excluded elsewhere in this Policy.
 - 2) shrinkage.
 - 3) changes in color, flavor, texture or finish.

References and Application: The following term(s) wherever used in this Policy means:

1) Contamination:

Any condition of property due to the actual or suspected presence of any foreign substance, impurity, pollutant, hazardous material, poison, toxin, pathogen or pathogenic organism, bacteria, virus, disease causing or illness causing agent, fungus, mold or mildew.

2) Contaminant:

Anything that causes Contamination.



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TIME ELEMENT - SECTION C

TIME ELEMENT loss as provided in the TIME ELEMENT COVERAGES and TIME ELEMENT COVERAGE EXTENSIONS of this section of the Policy:

- A. is subject to the applicable limit of liability that applies to the insured physical loss or damage but in no event for more than any limit of liability that is stated as applying to the specific TIME ELEMENT COVERAGE and/or TIME ELEMENT COVERAGE EXTENSION; and
- B. will not increase the Policy limit of liability; and
- C. is subject to the Policy provisions, including applicable exclusions and deductibles, all as shown in this section and elsewhere in this Policy.

1. LOSS INSURED

- A. This Policy insures TIME ELEMENT loss, as provided in the TIME ELEMENT COVERAGES, directly resulting from physical loss or damage of the type insured by this Policy:
 - 1) to property described elsewhere in this Policy and not otherwise excluded by this Policy or otherwise limited in the TIME ELEMENT COVERAGES below;
 - 2) used by the Insured, or for which the Insured has contracted use;
 - 3) located at an Insured Location or within 1,000 feet of it, or as provided as TEMPORARY REMOVAL OF PROPERTY or OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION; or
 - 4) while at a MISCELLANEOUS PERSONAL PROPERTY Location; or
 - 5) while in transit as provided by this Policy, and
 - 6) during the Periods of Liability described in this section.
- B. This Policy insures TIME ELEMENT loss only to the extent it cannot be reduced through:
 - 1) the use of any property or service owned or controlled by the Insured;
 - 2) the use of any property or service obtainable from other sources;
 - 3) working extra time or overtime; or



- 4) the use of inventory,

all whether at an Insured Location or at any other location. The Company reserves the right to take into consideration the combined operating results of all associated, affiliated or subsidiary companies of the Insured in determining the TIME ELEMENT loss.

- C. In determining the amount of loss payable, the Company will consider the experience of the business before and after and the probable experience during the PERIOD OF LIABILITY.

2. TIME ELEMENT COVERAGES

A. EXTRA EXPENSE

- 1) Measurement of Loss:

The recoverable EXTRA EXPENSE loss will be the reasonable and necessary extra costs incurred by the Insured of the following during the PERIOD OF LIABILITY:

- a) Extra expenses to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and

- b) Extra costs of temporarily using property or facilities of the Insured or others,

less any value remaining at the end of the PERIOD OF LIABILITY for property obtained in connection with the above.

- 2) EXTRA EXPENSE Exclusions: As respects EXTRA EXPENSE, the following are also excluded:

- a) Any loss of income.

- b) Costs that normally would have been incurred in conducting the business during the same period had no physical loss or damage occurred.

- c) Cost of permanent repair or replacement of property that has been damaged or destroyed.

- d) Any expense recoverable elsewhere in this Policy.

- 3) References and Application. The following term(s) means:

- a) Normal:

The condition that would have existed had no physical loss or damage occurred.



3. TIME ELEMENT COVERAGE EXTENSIONS

This Policy also insures TIME ELEMENT loss, as provided by the TIME ELEMENT COVERAGES of this Policy, for the TIME ELEMENT COVERAGE EXTENSIONS described below.

A. CIVIL AUTHORITY

This Policy covers the EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY if an order of civil authority prohibits access to the Insured Location provided such order is the direct result of physical damage of the type insured against under this Policy at the Insured Location or within five statute miles of it.

The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- 1) starting at the time of such physical damage; but
- 2) not to exceed 30 consecutive days,

this period of time is part of and not in addition to any PERIOD OF LIABILITY applying to any coverage provided in the TIME ELEMENT section.

B. COMPUTER SYSTEMS—NON PHYSICAL DAMAGE

- 1) This Policy covers the EXTRA EXPENSE incurred by the Insured during the Period of Interruption directly resulting from the failure of the Insured's Electronic Data Processing Equipment or Media to operate, provided such failure is the direct result of a malicious act directed at the NAMED INSURED.
- 2) This Extension of coverage will apply when the Period of Interruption is in excess of the time shown as Waiting Period in the WAITING PERIOD clause of the DECLARATIONS section.
- 3) References and Application. The following term(s) means:
 - a) Period of Interruption:
 - (i) The period starting when the Insured's Electronic Data Processing Equipment or Media fails to operate and ending when with due diligence and dispatch, the Insured's Electronic Data Processing Equipment or Media could be restored to the same or equivalent operating condition that existed prior to the failure.
 - (ii) The Period of Interruption does not include the additional time to make changes to the Insured's Electronic Data Processing Equipment or Media.



C. LOGISTICS EXTRA COST

This Policy covers the Extra Cost incurred by the Insured during the PERIOD OF LIABILITY due to the disruption of the Normal movement of goods or materials:

- 1) directly between Insured Locations; or
- 2) directly between an Insured Location and a Location of a direct supplier, contract manufacturer or contract service provider to the Insured,

provided that such disruption is a direct result of physical loss or damage of the type insured by this Policy to the kind of property not excluded by this Policy located within the TERRITORY of this Policy.

- 1) Measurement of Loss:

The recoverable Extra Cost loss will be the reasonable and necessary extra costs incurred by the Insured of the following:

- a) Extra costs to temporarily continue as nearly Normal as practicable the movement of goods or materials.
- 2) This Extension of coverage will apply when the PERIOD OF LIABILITY is in excess of the time shown as the Waiting Period in the WAITING PERIOD clause of the DECLARATIONS section.
- 3) LOGISTICS EXTRA COST Exclusions: As respects LOGISTICS EXTRA COST, the following are also excluded:
 - a) Disruption in the movement of goods or materials between direct supplier, contract manufacturer or contract service provider locations.
 - b) Disruption of incoming or outgoing services consisting of electricity, steam, water, refrigeration, sewerage and voice, data or video.
 - c) Any loss of income.
 - d) Costs that normally would have been incurred in conducting the business during the same period had there been no disruption of Normal movement of goods or materials.
 - e) Cost of permanent repair or replacement of property that has been damaged or destroyed.
 - f) Any expense recoverable elsewhere in this Policy.
 - g) Disruption caused by or resulting from Terrorism, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.



- h) Disruption caused by physical loss or damage to personal property of the Insured while in transit.
- 4) The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- a) starting at the time of physical loss or damage causing the disruption of the Normal movement of goods or materials between the Insured Locations; or directly between the Insured Location and the Location of the direct supplier, contract manufacturer or contract service provider to the Insured, and
- b) ending not later than:
 - (i) when with due diligence and dispatch the Normal movement of goods or materials between the Insured Locations; or directly between the Insured Location and the Location of the direct supplier, contract manufacturer or contract service provider to the Insured could be resumed; or
 - (ii) the number of consecutive days shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section.
- 5) Reference and Application. The following term means:
 - a) Normal:

The condition that would have existed had no physical loss or damage causing disruption occurred.
 - b) Normal Cost:

As used in the LIMITS OF LIABILITY clause, the cost associated with the movement of goods or materials suffering the disruption that the Insured would have incurred had no physical loss or damage causing disruption occurred.

4. PERIOD OF LIABILITY

- A. The PERIOD OF LIABILITY applying to all TIME ELEMENT COVERAGES, except if otherwise provided under any TIME ELEMENT COVERAGE EXTENSION, and subject to any Time Limit provided in the LIMITS OF LIABILITY clause in the DECLARATIONS section, is as follows:
 - 1) For building and equipment, the period:
 - a) starting from the time of physical loss or damage of the type insured against; and



- b) ending when with due diligence and dispatch the building and equipment could be:
 - (i) repaired or replaced; and
 - (ii) made ready for operations,under the same or equivalent physical and operating conditions that existed prior to the damage.
 - c) not to be limited by the expiration of this Policy.
- 2) For building and equipment under construction:
- a) the equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
 - b) due consideration will be given to the actual experience of the business compiled after completion of the construction and startup.
- 3) For raw materials and supplies, the period of time:
- a) of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but
 - b) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.
- 4) If water:
- a) used for any manufacturing purpose, including but not limited to as a raw material or for power;
 - b) stored behind dams or in reservoirs; and
 - c) on any Insured Location,
- is released as the result of physical damage of the type insured against under this Policy to such dam, reservoir or connected equipment, the Company's liability for the actual interruption of production or suspension of operations or services due to inadequate water supply will not extend beyond 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.
- 5) For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.



- 6) For physically damaged or destroyed property covered under DATA, PROGRAMS OR SOFTWARE, the time to recreate or restore including the time for researching or engineering lost information.
- B. The PERIOD OF LIABILITY does not include any additional time due to the Insured's inability to resume operations for any reason, including but not limited to:
- 1) making changes to equipment.
 - 2) making changes to the buildings or structures except as provided in the DEMOLITION AND INCREASED COST OF CONSTRUCTION clause in the PROPERTY DAMAGE section.
 - 3) restaffing or retraining employees.

If two or more Periods of Liability apply such periods will not be cumulative.

5. TIME ELEMENT EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply to TIME ELEMENT loss:

This Policy does not insure against:

- A. Any loss during any idle period, including but not limited to when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:
- 1) physical loss or damage not insured by this Policy on or off of the Insured Location.
 - 2) planned or rescheduled shutdown.
 - 3) strikes or other work stoppage.
 - 4) any other reason other than physical loss or damage insured by this Policy.
- B. Any increase in loss due to:
- 1) suspension, cancellation or lapse of any lease, contract, license or orders.
 - 2) fines or damages for breach of contract or for late or noncompletion of orders.
 - 3) for penalties of any nature.
 - 4) any other consequential or remote loss.
- C. Any loss resulting from the Actual Cash Value portion of direct physical loss or damage by fire caused by or resulting from Terrorism.



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- D. Any loss resulting from loss or damage to property located at a sub-station that is not at a described generating facility on the Schedule of Locations.
- E. Any loss resulting from loss or damage to property insured on an Actual Cash Value basis.
- F. Any increase in loss due to the purchase of electrical power.
- G. Any increase in loss due to additional costs associated with generating electrical power from alternative sources owned by the Insured.
- H. Any loss resulting from power or energy trading or power or energy brokering activities of any nature.



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LOSS ADJUSTMENT AND SETTLEMENT - SECTION D

1. LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to City of Grand Island (Electric and Water Utilities Departments), or as may be directed by City of Grand Island (Electric and Water Utilities Departments). Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee and/or loss payee in the Certificates of Insurance on file with the Company or named below.

2. CURRENCY FOR LOSS PAYMENT

Losses will be adjusted and paid in the currency of the United States of America. But, in Canada losses will be paid in Canadian currency, unless directed otherwise by the Insured.

3. VALUATION

Adjustment of the physical loss amount under this Policy will be computed as of the date of loss at the location of the loss, and for no more than the interest of the Insured, subject to the following:

- A. On raw materials, supplies and other merchandise not manufactured by the Insured:
 - 1) if repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or
 - 2) if not repaired or replaced, the Actual Cash Value.
- B. On exposed films, records, manuscripts and drawings, that are not Valuable Papers and Records, the value blank plus the cost of copying information from back-up or from originals of a previous generation. These costs will not include research, engineering or any costs of restoring or recreating lost information.
- C. On FINE ARTS articles, the lesser of:
 - 1) the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss.
 - 2) cost to replace the article.
 - 3) the value, if any, stated on a schedule on file with the Company.

In the event a Fine Arts article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the Company will be liable for the lesser of the full value of such pair or set or the amount designated on the schedule. The Insured agrees to surrender the pair or set to the Company.



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- D. On property covered under DATA, PROGRAMS OR SOFTWARE:
- 1) The cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer;
 - 2) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.
- E. On VALUABLE PAPERS AND RECORDS, the lesser of the following:
- 1) The cost to repair or restore the item to the condition that existed immediately prior to the loss.
 - 2) The cost to replace the item.
 - 3) The amount designated for the item on the schedule on file with the Company.
- F. On property in transit:
- 1) Property shipped to or for the account of the Insured will be valued at actual invoice to the Insured. Included in the value are accrued costs and charges legally due. Charges may include the Insured's commission as selling agent.
 - 2) Property sold by the Insured and shipped to or for the purchaser's account will be valued at the Insured's selling invoice amount. Prepaid or advanced freight costs are included.
 - 3) Property not under invoice will be valued:
 - a) for property of the Insured, at the valuation provisions of this Policy applying at the location from which the property is being transported; or
 - b) for other property, at the actual cash market value at the destination point on the date of loss,

less any charges saved which would have become due and payable upon arrival at destination.
- G. On property that is damaged by fire and such fire is the result of Terrorism, the Actual Cash Value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of the VALUATION clause in this section of the Policy and shall be subject to the limit(s) of liability for TERRORISM, and if stated the limit of liability for SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT, as shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section.



H. On all other property, the loss amount will not exceed the lesser of the following:

- 1) The cost to repair.
- 2) The cost to rebuild or replace on the same site with new materials of like size, kind and quality.
- 3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.
- 4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss.
- 5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
- 6) The increased cost of demolition, if any, resulting from loss covered by this Policy, if such property is scheduled for demolition.
- 7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at the Insured's expense.
- 8) The Actual Cash Value if such property is:
 - a) useless to the Insured; or
 - b) not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.

The Insured may elect not to repair or replace the insured real and/or personal property lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within two years from the date of loss. As a condition of collecting under this item, such expenditure must be unplanned as of the date of loss and be made at an Insured Location under this Policy. This item does not extend to DEMOLITION AND INCREASED COST OF CONSTRUCTION.

References and Application. The following term(s) wherever used in this Policy means:

- a) Actual Cash Value:

The amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.



4. LOSS CONDITIONS

A. REQUIREMENTS IN CASE OF LOSS

The Insured will:

- 1) give immediate written notice to the Company of any loss.
- 2) protect the property from further loss or damage.
- 3) promptly separate the damaged and undamaged property; put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, Actual Cash Value, replacement value and amount of loss claimed.
- 4) give a signed and sworn proof of loss to the Company within 90 days after the loss, unless that time is extended in writing by the Company. The proof of loss must state the knowledge and belief of the Insured as to:
 - a) the time and origin of the loss.
 - b) the Insured's interest and that of all others in the property.
 - c) the Actual Cash Value and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the property.
 - d) any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Policy.
 - e) by whom and for what purpose any location insured by this Policy was occupied on the date of loss, and whether or not it then stood on leased ground.
- 5) include a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged.
- 6) further, the Insured, will as often as may be reasonably required:
 - a) exhibit to any person designated by the Company all that remains of any property;
 - b) submit to examination under oath by any person designated by the Company and sign the written records of examinations; and
 - c) produce for examination at the request of the Company:
 - (i) all books of accounts, business records, bills, invoices and other vouchers; or



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(ii) certified copies if originals are lost,

at such reasonable times and places that may be designated by the Company or its representative and permit extracts and machine copies to be made.

B. COMPANY OPTION

The Company has the option to take all or any part of damaged property at the agreed or appraised value. The Company must give notice to the Insured of its intention to do so within 30 days after receipt of proof of loss.

C. ABANDONMENT

There may be no abandonment of any property to the Company.

D. SUBROGATION

The Insured is required to cooperate in any subrogation proceedings. The Company may require from the Insured an assignment or other transfer of all rights of recovery against any party for loss to the extent of the Company's payment.

The Company will not acquire any rights of recovery that the Insured has expressly waived prior to a loss, nor will such waiver affect the Insured's rights under this Policy.

Any recovery from subrogation proceedings, less costs incurred by the Company in such proceedings, will be payable to the Insured in the proportion that the amount of:

- 1) any applicable deductible; and/or
 - 2) any provable uninsured loss,
- bears to the entire provable loss amount.

E. APPRAISAL

If the Insured and the Company fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser after:

- 1) the Insured has fully complied with all provisions of this Policy, including REQUIREMENTS IN CASE OF LOSS; and
- 2) the Company has received a signed and sworn proof of loss from the Insured.

Each will notify the other of the appraiser selected within 20 days of such demand.

The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days then, on the request of the Insured or the Company, the umpire will be selected by a judge of a court of record in the jurisdiction in which the appraisal is pending. The appraisers will then appraise the amount of loss, stating separately



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the Actual Cash Value and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for TIME ELEMENT loss, the amount of loss for each TIME ELEMENT coverage of this Policy.

If the appraisers fail to agree, they will submit their differences to the umpire. An award agreed to in writing by any two will determine the amount of loss.

The Insured and the Company will each:

- 1) pay its chosen appraiser; and
- 2) bear equally the other expenses of the appraisal and umpire.

A demand for APPRAISAL shall not relieve the Insured of its continuing obligation to comply with the terms and conditions of this Policy, including as provided under REQUIREMENTS IN CASE OF LOSS.

The Company will not be held to have waived any of its rights by any act relating to appraisal.

F. SUIT AGAINST THE COMPANY

No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless:

- 1) the Insured has fully complied with all the provisions of this Policy; and
- 2) legal action is started within twelve months after inception of the loss.

If under the insurance laws of the jurisdiction in which the property is located, such twelve months' limitation is invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

5. SETTLEMENT OF CLAIMS

The amount of loss, except for ACCOUNTS RECEIVABLE coverage, for which the Company may be liable will be paid within 30 days after:

- A. proof of loss as described in this Policy is received by the Company; and
- B. when a resolution of the amount of loss is made either by:
 - 1) written agreement between the Insured and the Company; or
 - 2) the filing with the Company of an award as provided in the APPRAISAL clause of this section.



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6. COLLECTION FROM OTHERS

The Company will not be liable for any loss to the extent that the Insured has collected for such loss from others.

7. PARTIAL PAYMENT OF LOSS SETTLEMENT

In the event of a loss occurring which has been ascertained to be insured loss or damage under this Policy and determined by the Company's representatives to be in excess of the applicable Policy deductible, the Company will advance mutually agreed upon partial payment(s) on the insured loss or damage, subject to the Policy's provisions. To obtain said partial payments, the Insured will submit a signed and sworn Proof of Loss as described in this Policy, with adequate supporting documentation.



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GENERAL PROVISIONS - SECTION E

1. ADDITIONAL INSURABLE INTERESTS/CERTIFICATES OF INSURANCE

Additional insured interests are automatically added to this Policy as their interest may appear when named as additional named insured, lender, mortgagee and/or loss payee in the Certificates of Insurance on a schedule on file with the Company. Such interests become effective on the date shown in the Certificate of Insurance and will not amend, extend or alter the terms, conditions, provisions and limits of this Policy.

2. CANCELLATION/NON-RENEWAL

This Policy may be:

- A. cancelled at any time at the request of the Insured by surrendering this Policy to the Company or by giving written notice to the Company stating when such cancellation will take effect; or
- B. cancelled by the Company by giving the Insured not less than:
 - 1) 60 days' written notice of cancellation; or
 - 2) 10 days' written notice of cancellation if the Insured fails to remit, when due, payment of premium for this Policy; or
- C. non-renewed by the Company by giving the Insured not less than 60 days' written notice of non-renewal.

Return of any unearned premium will be calculated on the customary short rate basis if the Insured cancels and on a pro-rata basis if the Company cancels this Policy. Return of any unearned premium will be made by the Company as soon as practicable.

3. INSPECTIONS

The Company, at all reasonable times, will be permitted, but will not have the duty, to inspect insured property.

The Company's:

- A. right to make inspections;
- B. making of inspections; or
- C. analysis, advice or inspection report,

will not constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that the insured property is safe or healthful. This Company will have no liability to the Insured or any other person because of any inspection or failure to inspect.



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When the Company is not providing jurisdictional inspections, the Owner/Operator has the responsibility to assure that jurisdictional inspections are performed as required, and to assure that required jurisdictional Operating Certificates are current for their pressure equipment.

4. PROVISIONS APPLICABLE TO SPECIFIC JURISDICTIONS

- A. If the provisions of this Policy conflict with the laws of any jurisdictions in which this Policy applies, and if certain provisions are required by law to be stated in this Policy, this Policy will be read so as to eliminate such conflict or deemed to include such provisions for Insured Locations within such jurisdictions.
- B. The Company will provide to the Insured copies of endorsements mandated for use by the laws of provinces in Canada. The endorsements modify this Policy with respect to any insured property located in the province in which the endorsement applies.
- C. The Company will provide to the Insured copies of endorsements mandated for use by the laws of states in the United States of America. The endorsements modify this Policy with respect to any insured property located in the state in which the endorsement applies.
- D. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of Terrorism contained in item B2f of the EXCLUSIONS clause in the PROPERTY DAMAGE section of this Policy is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered an act of Terrorism within the terms of this Policy. Coverage recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT is excluded from any other coverage under this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

5. LIBERALIZATION

If during the period that insurance is in force under this Policy, any filed rules or regulations affecting the same are revised by statute so as to broaden the insurance without additional premium charge, such extended or broadened insurance will inure to the benefit of the Insured within such jurisdiction, effective the date of the change specified in such statute.

6. MISREPRESENTATION AND FRAUD

This entire Policy will be void if, whether before or after a loss, an Insured has:

- A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured.
- B. made any attempt to defraud the Company.
- C. made any false swearing.



7. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

- A. The Company will pay for loss to specified property insured under this Policy to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.
- B. The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:
- 1) any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
 - 2) foreclosure, notice of sale, or similar proceedings with respect to the property.
 - 3) change in the title or ownership of the property.
 - 4) change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Company of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Company, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Policy will cease.

- C. If this Policy is cancelled at the request of the Insured or its agent, the coverage for the interest of the Lender or Mortgagee will terminate 10 days after the Company sends to the Lender or Mortgagee written notice of cancellation, unless:
- 1) sooner terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
 - 2) this Policy is replaced by the Insured, with a policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.
- D. The Company may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, the Company may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Policy will cease.
- E. The Company has the right to invoke this Policy's SUSPENSION clause. The suspension of insurance will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Company will provide the Lender or Mortgagee at the last known address a copy of the suspension notice.



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- F. If the Company pays the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Company will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At its option, the Company may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Company, and the remaining debt or mortgage will be paid to the Company.
- G. If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Policy relating to APPRAISAL, SETTLEMENT OF CLAIMS, and SUIT AGAINST THE COMPANY.
- H. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

8. OTHER INSURANCE

- A. If there is any other insurance that would apply in the absence of this Policy, this Policy will apply only after such insurance whether collectible or not.
- B. In no event will this Policy apply as contributing insurance.
- C. The Insured is permitted to have other insurance over any limits or sublimits of liability specified elsewhere in this Policy without prejudice to this Policy. The existence of any such insurance will not reduce any limit or sublimit of liability in this Policy. Any other insurance that would have provided primary coverage in the absence of this Policy will not be considered excess.
- D. The Insured is permitted to have other insurance for all, or any part, of any deductible in this Policy. The existence of such other insurance will not prejudice recovery under this Policy. If the limits of liability of such other insurance are greater than this Policy's applicable deductible, this Policy's insurance will apply only after such other insurance has been exhausted.
- E. In the event this Policy is deemed to contribute with other insurance, the limit of liability applicable at each Location, for purposes of such contribution with other insurers, will be the latest amount described in this Policy or the latest Location value on file with the Company.

9. POLICY MODIFICATION

This Policy contains all of the agreements between the Insured and the Company concerning this insurance. The Insured and the Company may request changes to this Policy. This Policy can be changed only by endorsements issued by the Company and made a part of this Policy.



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Notice to any agent or knowledge possessed by any agent or by any other person will not:

- A. create a waiver, or change any part of this Policy; or
- B. prevent the Company from asserting any rights under the provisions of this Policy.

10. REDUCTION BY LOSS

Claims paid under this Policy will not reduce its' limit of liability, except claims paid will reduce any Policy Year Aggregate Limit of Liability.

11. SUSPENSION

On discovery of a dangerous condition, the Company may immediately suspend this insurance on any machine, vessel or part thereof by giving written notice to the Insured. The suspended insurance may be reinstated by the Company. Any unearned premium resulting from such suspension will be returned by the Company.

12. TITLES

The titles in this Policy are only for reference. The titles do not in any way affect the provisions of this Policy.

13. REFERENCES AND APPLICATION

The following term(s) wherever used in this Policy means:

A. Turbine Unit:

Any turbine unit including any:

- 1) driving turbine(s);
- 2) combustor, precooler, intercooler, regenerator or heat exchanger of any gas turbine unit;
- 3) electric generator, pump, compressor, fan, blower, wheel or gear on any shaft of the driving turbine or turbines or on a shaft which is directly connected to any of said turbines by any coupling, clutch or gear set, except the Object shall not extend beyond the first half of the coupling, immediately ahead of any second gear set;
- 4) mechanical or hydraulic governing mechanism together with any electric motor used solely therewith;
- 5) auxiliary apparatus mounted on the bed or frame of the unit;
- 6) lubricating oil pump, any fuel pump or any pump for circulating a coolant, if used solely for the unit, together with any machine driving any such pump;



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- 7) auxiliary electric motor, steam turbine or other apparatus used solely to rotate the driving turbine or turbines for starting or maintenance purposes;
- 8) apparatus used solely to scavenge any gas turbine unit;
- 9) shaft which forms a part of the unit or which connects parts of the unit, together with any coupling, clutch, bearing, gear or gear set on said shaft; and
- 10) interconnecting wiring, piping or ducts between parts of the unit and which are mounted on the unit;

but shall not include any;

- 1) electronic computer or electronics data processing equipment used to govern or control the unit;
- 2) machine or apparatus except as included in sections 1-10 above;
- 3) wiring, fiber optics, piping or ducts leading to or from the unit;
- 4) condenser, its connecting pipe or adapter;
- 5) penstock or draft tube; nor
- 6) boiler utilizing exhaust gases from any gas turbine unit.



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SCHEDULE OF LOCATIONS, APPENDIX A

<u>Location No.</u>	<u>Index No.</u>	<u>Location Description</u>
1-01	070402.54	USA, NEBRASKA, GRAND ISLAND, 68801 1035 Wildwood Drive 1 Mile NE of the Platte River Platte Generating Station
1-02	070402.53	USA, NEBRASKA, GRAND ISLAND, 68801-0800 820 Bischeld Street Burdick Station
1-03	070402.51	USA, NEBRASKA, GRAND ISLAND, 68801 Cherry Street Cherry Street Station
1-04	070402.50	USA, NEBRASKA, GRAND ISLAND, 68801-4744 1116, 1118 and 1209-1219 West North Front Street Service Building Garage Service Building Warehouse Electrical Utilities Dept. - Warehouse
1-05	070401.40	USA, NEBRASKA, GRAND ISLAND, 68801 Bass and Blaine Streets (1/2 mile south of US 34) Substation A
1-06	070401.41	USA, NEBRASKA, GRAND ISLAND, 68801 West Faidley Avenue (1/4 Mile West of U.S. 281) Substation B
1-07	070400.27	USA, NEBRASKA, GRAND ISLAND, 68801 Airport Road (1/4 East of U.S. 281) Substation C



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SCHEDULE OF LOCATIONS, APPENDIX A

<u>Location No.</u>	<u>Index No.</u>	<u>Location Description</u>
1-08	070400.04	USA, NEBRASKA, GRAND ISLAND, 68801 North of Platte Station Substation D
1-09	070402.58	USA, NEBRASKA, GRAND ISLAND, 68801 Museum Drive and Swift Road Substation E
1-10	070402.59	USA, NEBRASKA, GRAND ISLAND, 68801 Capital Avenue and Carlton Avenue Substation F
2-01	070402.49	USA, NEBRASKA, GRAND ISLAND, 68801 4 Miles SE of City Limits Platte River Pumping Station & Wells
2-02	070402.48	USA, NEBRASKA, GRAND ISLAND, 68801 Stuhr Road at Burlington Burdick Reservoir
2-03	070402.47	USA, NEBRASKA, GRAND ISLAND, 68801 5300 Old Potash Highway Rogers Pumping Station & Reservoir
2-04	070402.46	USA, NEBRASKA, GRAND ISLAND, 68801 300-378 North Pine Street Pine Street Pumping Station
2-05	070401.27	USA, NEBRASKA, GRAND ISLAND, 68801-5966 300 North Kimball Street Kimball Street Reservoir



Account No.
Policy No.

1-05249
FM883

SCHEDULE OF LOCATIONS, APPENDIX A

<u>Location No.</u>	<u>Index No.</u>	<u>Location Description</u>
2-06	070401.32	USA, NEBRASKA, GRAND ISLAND, 68801-8215 2003 South Locust Street Locust Well
2-07	070401.33	USA, NEBRASKA, GRAND ISLAND, 68801-7335 2111 Pioneer Boulevard Parkview Well #1
2-08	070401.34	USA, NEBRASKA, GRAND ISLAND, 68801-7343 2503 Pioneer Boulevard Parkview Well #2
2-09	070401.35	USA, NEBRASKA, GRAND ISLAND, 68801 West Stolley Park Road & South Blaine Street Stolley Well
2-10	000189.76	USA, NEBRASKA, GRAND ISLAND, 68801 Sunset and Cherry Streets Reed Well
2-11	070401.26	USA, NEBRASKA, GRAND ISLAND, 68801-0800 804 Bischeld Street Burdick Pumping Station
3-01	070402.45	USA, NEBRASKA, GRAND ISLAND, 68801 361 North Sycamore
3-02	001273.67	USA, NEBRASKA, GRAND ISLAND, 68801 366 Greenwich Street Copper Storage Building



Account No. 1-05249
Policy No. FM883

NEW MADRID SEISMIC ZONE, APPENDIX B

Arkansas, counties of:

Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff

Illinois, counties of:

Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson

Indiana, counties of:

Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick

Kentucky, counties of:

Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster

Mississippi, counties of:

Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo

Missouri, counties of:

Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne

Tennessee, counties of:

Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley



Account No. 1-05249
Policy No. FM883

PACIFIC NORTHWEST SEISMIC ZONE, APPENDIX C

Oregon, counties of:

Benton, Clackamas, Clatsop, Columbia, Coos, Curry, Douglas, Jackson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, Yamhill

Washington, counties of:

Chelan, Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, Whatcom

British Columbia (includes Vancouver Island):

South of 50° N latitude and west of 120° W longitude

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Date: August 18, 2011

Insured Name: City of Grand Island
Account Number: 05249

Insurer Name: Factory Mutual Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS THE U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE PROGRAM YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF October1, 2011 THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of \$ 22,372 . This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

Policyholder / Applicant Signature

Print Name

Date

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

This Endorsement is applicable to all insured Locations in the United States, its territories and possessions and the Commonwealth of Puerto Rico.

Coverage for "Certified Act of Terrorism" Under The Terrorism Risk Insurance Act of 2002, as amended.

In consideration of a premium charged of USD22,372 this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a "Certified Act of Terrorism" as defined herein. This amendment does not apply to any limit of liability for a Certified Act of Terrorism, if any, stated under the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) which includes a provision stating that if the aggregate insured losses exceed USD100,000,000,000 during any program year, neither the United States Government nor any insurer that has met its insurer deductible shall be liable for the payment of any portion of the amount of such losses that exceed USD100,000,000,000. If the aggregate insured losses for all insurers exceed USD100,000,000,000, your coverage may be reduced.

The coverage provided under this Endorsement for "Certified" losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 85% of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided by this Endorsement only applies to a Certified Act of Terrorism.

Reference and Application: The following term(s) means:

Proposal

Certified Act of Terrorism:

A "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and in 2007. The criteria contained in that Act for a "Certified Act of Terrorism" include the following:

- a. The act resulted in aggregate losses in excess of USD5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

RESOLUTION 2011-236

WHEREAS, the City's Utility Department subscribes to insurance for boiler and machinery, property, peril and fire coverage; and

WHEREAS, the boiler and machinery, property, peril and fire coverage insurance term expires October 1, 2011; and

WHEREAS, the insurance of electric and water utilities facilities is a specialized market with a limited number of potential providers; and

WHEREAS, valuation adjustments resulted in an increased total insured value of property from the present amount of \$440,304,760 to \$456,743,074; and

WHEREAS, a proposal to renew insurance for the 2011 – 2012 fiscal year was received from the current provider, Factory Mutual Insurance Company of St. Louis, Missouri, for a renewal premium of \$405,308.00, including the terrorism coverage; and

WHEREAS, the City has opted to accept the optional Terrorism Insurance Coverage; and

WHEREAS, the insurance provider requires that the City either except or reject Terrorism Insurance Coverage by executing the form provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Factory Mutual Insurance Company of St. Louis, Missouri, with premium in the amount of \$382,936.00 is hereby approved, and to execute the form to accept Terrorism Insurance Coverage, with a premium in the amount of \$22,372.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G12

**#2011-237 - Approving Bid Award for Building Reconstruction -
Lift Station No. 4; Project No. 2011-S-4**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Roger Scott, Engineer Technician

Meeting: September 13, 2011

Subject: Approving Bid Award in Building Reconstruction for Lift Station No. 4 for the City of Grand Island

Item #'s: G-12

Presenter(s): John Collins, Public Works Director

Background

Pumping Station No.4 in the sewage infrastructure system was heavily damaged in mid-April, 2011. This pumping station is located on north Broadwell Avenue, adjacent to the BNSF Railroad. The damage was incurred by vehicle penetrating through the south faced bricked wall. Wastewater staff procured engineering services of Olsson Associates for structural inspection of the facility. The finding of the engineer resulted in a total loss of the building.

No serious injuries are recorded in the accident. The City will be reimbursed by the car owner's insurance company for the cost of the reconstruction, and temporary services required placing the station back into service.

On August 24, 2011 an ad to bidders was published in the Grand Island Daily Independent. The bidding documents were sent to eight (8) potential contractors. The engineers estimate was \$22,000.

A pre-bid meeting was held at the Lift Station on August 29, 2011.

Discussion

On September 1, 2011 two (2) bids were received; Judds Bros. Construction Company in the amount of \$43,868.00 and Diamond Engineering Company in the amount of \$38,372.80. The low bid from Diamond Engineering exceeded the engineers estimate by \$16,272.80. Diamond Engineering's bid is found to be reasonable and justified after discussion with Diamond Engineering and analysis of the components required for the reconstruction, the escalated schedule completion date, area market value in modular block/brick construction and considering the next low bid is higher by \$6,495.20.

City staff recommends the bid be awarded to Diamond Engineering.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid and award it to Diamond Engineering Company of Grand Island, Nebraska who had a bid of \$38,372.80 for the Building Reconstruction of Lift Station No. 4.

Sample Motion

Move to approve bid award to Diamond Engineering Company of Grand Island, Nebraska for the Building Reconstruction for Lift Station No. 4 for the City of Grand Island.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 1, 2011 at 2:00 p.m.

FOR: Building Reconstruction – Lift Station No. 4, Project No. 2011-S-4

DEPARTMENT: Public Works

ESTIMATE: \$22,000.00

FUND/ACCOUNT: 53030051-85213

PUBLICATION DATE: August 24, 2011

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Judds Bros. Construction Co.</u> Lincoln, NE
Bid Security:	Universal Surety Company	International Fidelity Ins. Co.
Exceptions:	None	None
Bid Price:	\$38,372.80	\$43,868.00

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Roger Scott, PW Engineer
Vicki Tylkowski

P1505

RESOLUTION 2011-237

WHEREAS, Advertisement to Bidders for Building Reconstruction – Lift Station No. 4 Project No. 2011-S-4 at the Wastewater Treatment Plant was published in the Grand Island Daily Independent on August 24, 2011, and

WHEREAS, on September 1, 2011 bids were received, opened and reviewed; and

WHEREAS, Diamond Engineering Company of Grand Island submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, with a base bid of \$38,372.80; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid award with the contracting firm, Diamond Engineering Company of Grand Island, in the amount of \$38,372.80 for Lift Station No. 4 Project No. 2011-S-4 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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G13

**#2011-238 - Approving Union Pacific Railroad/Elm Street
Crossing Closure Agreement**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 13, 2011

Subject: Approving Union Pacific Railroad/Elm Street Crossing Closure Agreement

Item #'s: G-13

Presenter(s): John Collins, Public Works Director

Background

In order for Public Works Administration to proceed with development of agreements with UPRR (Union Pacific Railroad), NDOR (Nebraska Department of Roads) and Gavilon for their participation in costs for the closing of the Elm Street crossing, the City of Grand Island adopted Resolution 2011-99 on April 26, 2011 to close the crossing.

Any agreements must be approved by the City Council.

Discussion

An agreement for the UPRR/Elm Street crossing closure has been drawn up and is presented to City Council for approval. The agreement breaks down the financial responsibilities for each entity involved in the crossing closure and is attached for review. It is anticipated that no City funds will be required to pay for the closure.

The cost breakdown for each entity involved is as follows. The Union Pacific Railroad agrees to pay the City \$20,000 upon closure of the Elm Street crossing; The State of Nebraska Department of Roads agrees to pay the City \$5,000 for such crossing closure, and will also pay the City an amount not to exceed \$12,000 toward the cost of the closure upon the City furnishing the State documentation of the costs; Gavilon dba Peavey Gran agrees to pay the City \$2,000 for the closure, and will also pay any additional engineering costs; and if the maximum contribution from NDOR is reached Gavilon will pay the City an amount not to exceed \$13,000 toward the actual closure and associated engineering costs.

It is anticipated that all costs associated with the closing of Elm Street will be compensated.

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 UPRR, NDOR, and Gavilon for the UPRR/Elm Street railroad crossing closure.

Sample Motion

Move to approve the resolution.

FILE COPY

CROSSING CLOSURE AGREEMENT

Project No.: NFG-40 (62)

State Control No. 42713

Location: U.P.R.R./Elm St., Grand Island

County: Hall

DOT No.: 817623L

R.R.M.P. 147.08

THIS AGREEMENT made and entered into by and between the City of Grand Island, hereinafter referred to as the "Political Subdivision", Gavilon Chain, L.L.C. hereinafter referred to as "Gavilon", The Union Pacific Railroad Company, hereinafter referred to as the "Company", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State":

WITNESSETH:

WHEREAS, the State of Nebraska has a special fund known as the Grade Crossing Protection Fund which was established for improvement of the safety of railroad crossings in the State, including the elimination of such crossings, and

WHEREAS, Neb. Rev. Stat. Section 74-1318 (Reissue 1996) provides that when public safety will be improved by elimination of a crossing where a road intersects with a railroad, and the political subdivision involved eliminates the grade crossing by closing the road, such political subdivision shall receive five thousand dollars (\$5,000) plus the actual cost of closure but not to exceed twelve thousand dollars (\$12,000) for a total of seventeen thousand dollars (\$17,000) from the Grade Crossing Protection Fund, and five thousand dollars (\$5,000) from the Railroad involved, and

WHEREAS, the Political Subdivision, in cooperation with the State and the Company, agree to close the public road crossing at the Company tracks located at Railroad Milepost 147.08, DOT No. 817623L as shown on attached Exhibit "A".

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1: The Political Subdivision, after having executed this agreement and after taking all actions necessary, including the execution of a signed resolution as set forth in

Exhibit B, to close the crossing at Railroad Milepost 147.08, DOT. No. 817623U, will submit to the State of Nebraska, Department of Roads, an itemized statement of all costs involved in this project. This statement should be mailed to the Public Transportation Engineer, Rail & Public Transportation Division, Nebraska Department of Roads, P.O. Box 94759, Lincoln, NE 68509-4759. Also, the Political Subdivision will submit an invoice to the Company for payment of the amount specified in Section 3. This invoice should be mailed to Manager Industry & Public Projects, Union Pacific Railroad, 1400 Douglas St. STOP 910, Omaha, NE 68179. Also, the Political Subdivision will submit an itemized invoice, with documentation, to Gavilon for payment of amounts specified in Section 4. This invoice should be mailed to Peavy Company, P.O. Box 687, Grand Island, NE 68802.

SECTION 2: The State hereby agrees to pay to the Political Subdivision five thousand dollars (\$5,000) for the closed crossing in accordance with Neb. Rev. Stat. Section 74-1318 (Reissue 1996). In addition to the five thousand dollars (\$5,000) at DOT No. 817623U, the State will provide up to an additional twelve thousand dollars (\$12,000) to the Political Subdivision towards the costs associated with said closure upon receipt and audit.

SECTION 3: The Company hereby agrees to pay to the Political Subdivision the sum of twenty thousand dollars (\$20,000) upon closure of the above named crossing.

SECTION 4: Gavilon agrees to pay to the Political Subdivision two-thousand dollars (\$2,000) for the closure of Elm Street and the associated costs of engineering. If the engineering costs are greater than \$2,000, Gavilon will pay those additional engineering costs. Also, if the maximum contribution from the State for the costs associated with the closure, as specified in Section 2, is reached, Gavilon shall also pay to the Political Subdivision an amount not to exceed \$13,000 toward the actual cost of closure and associated engineering costs. Gavilon's maximum contribution to the project is fifteen-thousand dollars (\$15,000).

SECTION 5: The Political Subdivision agrees, by the above considerations received that this crossing, DOT. No. 817623U, will remain closed and will not be re-opened by Political Subdivision action without the repayment of consideration received back to the State of Nebraska, Department of Roads, the Company and Gavilon.

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.

EXECUTED by the Company this 26th day of July, 2011.

ATTEST:

UNION PACIFIC RAILROAD *company*

Maureen Fong Higgins

By: *John J. Donovan*

Maureen Fong Higgins
Assistant Secretary

Title: VP ENGINEERING

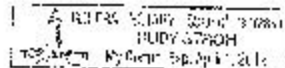
EXECUTED by Gavilon Grain this 26th day of August, 2011.

ATTEST:

GAVILON GRAIN, LLC

[Signature]

By: *Gregory O. Hanson*



Title: Vice President

EXECUTED by the City this _____ day of _____, 2011.

ATTEST:

CITY OF GRAND ISLAND

By: _____

Title: _____

EXECUTED by the State this _____ day of _____, 2011.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Ellis Tompkins, P.E.
Rail and Public Transportation Engineer

Acknowledgement

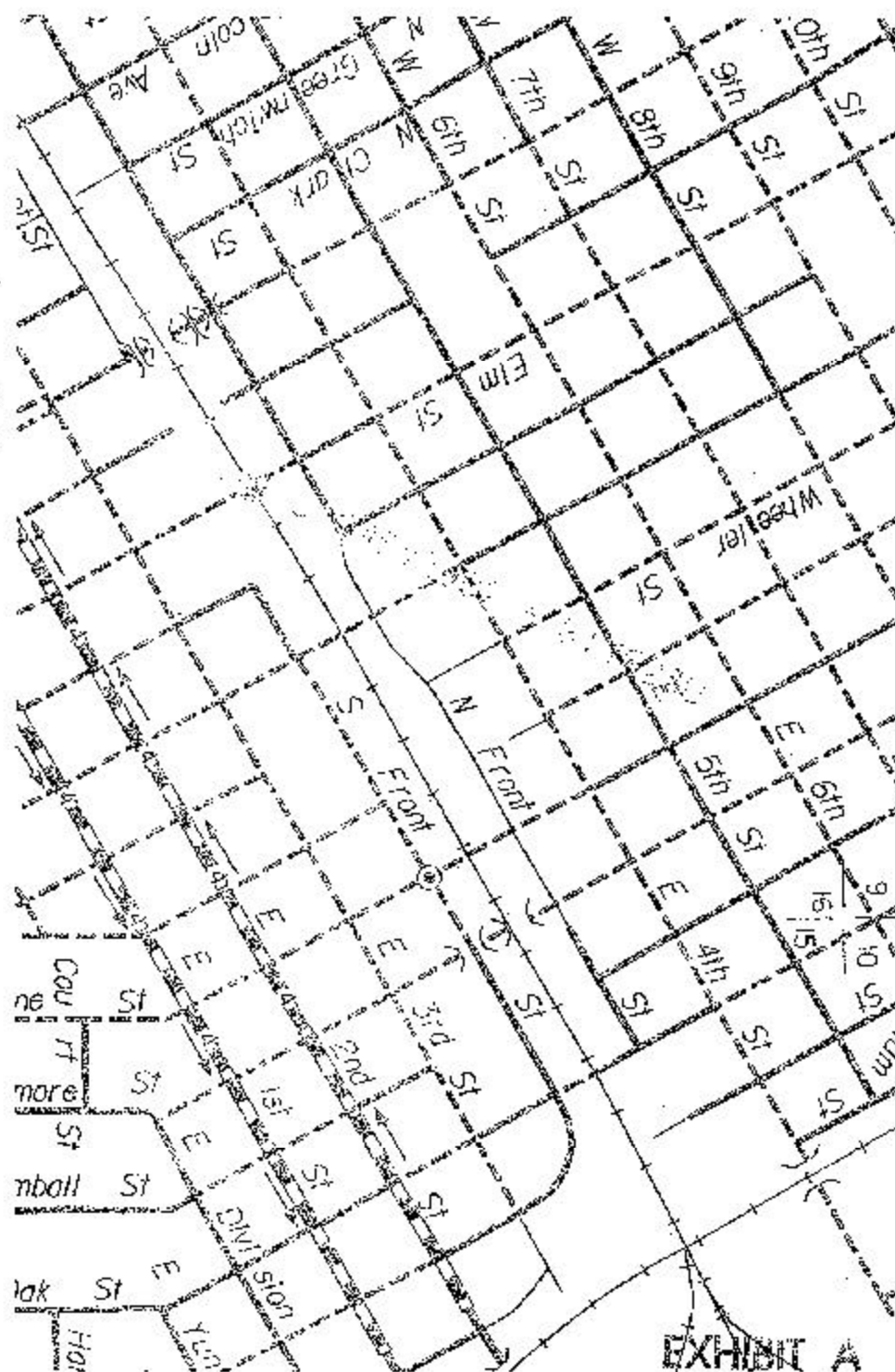
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by
Ellis Tompkins, Rail and Public Transportation Engineer for the State of Nebraska, Department of
Roads.

Notary Public

(Seal)

City of Grand Island



RESOLUTION 2011-99

WHEREAS, the Mayor and City Council of Grand Island has determined that it is in the best interest of the City to close a railroad crossing described as a public road crossing, located on Union Pacific Railroad, Kearney Subdivision, Railroad Milepost 147.08, DOT # 817623U at Elm Street in Grand Island; and

WHEREAS, the limits of the street closure shall be 25' south of the Eastbound Mainline Union Pacific Railroad Track and 25' north of Siding Track 703 as shown in Exhibit A; and

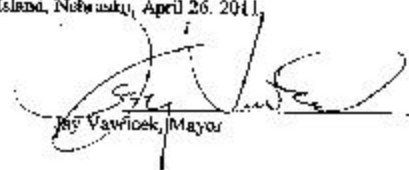
WHEREAS, the closure of Elm Street shall not occur until planned improvements are completed at Walnut Street, Pine Street and Oak Street for the Grand Island Quiet Zone Improvements project.

NOW, THEREFORE, BE IT RESOLVED the Mayor and City Council of Grand Island, agree to the permanent closure and vacation of the public crossing located on Elm Street in Grand Island on the Union Pacific Railroad, at DOT # 817623U at Railroad Milepost 147.08.

BE IT FURTHER RESOLVED, the City shall enter into an agreement with the Nebraska Department of Roads, with the Union Pacific Railroad, and with Gavilon dba Peavey Grain providing that:

1. The Union Pacific Railroad should pay the City \$20,000 upon receiving an invoice from the City in consideration for the permanent closure of the crossing and after the crossing is closed.
2. The State of Nebraska, Department of Roads (NDOR) should pay the City \$5,000 for the crossing closure, and will also pay the City an amount not to exceed \$12,000 towards the cost of the closure of DOT No. 817623U upon the City furnishing the State documentation of the costs.
3. Gavilon dba Peavey Grain should pay the City \$2,000 for the crossing closure, including costs for engineering. If the maximum contribution from NDOR is reached, Gavilon should also pay the City an amount not to exceed \$13,000 towards the cost of the closure, including costs for engineering, of DOT No. 817623U upon the City furnishing Gavilon documentation of the costs.

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.


Jeff Vawter, Mayor

Attest:


RaNae Edwards, City Clerk

Agreement on Form April 25, 2011	<input checked="checked" type="checkbox"/> City Clerk <input type="checkbox"/> City Attorney
-------------------------------------	---

EXHIBIT B

RESOLUTION 2011-238

WHEREAS, on April 26, 2011 by Resolution 2011-99 the Grand Island City Council agreed to the permanent closure and vacation of the public crossing located on Elm Street in Grand Island on the Union Pacific Railroad, at DOT#817623U at Railroad Milepost 147.08; and

WHEREAS, per the agreement the Union Pacific Railroad agrees to pay the City \$20,000 upon closure of such crossing; and

WHEREAS, the State of Nebraska, Department of Roads (NDOR) agrees to pay the City \$5,000 for such crossing closure, and will also pay the City an amount not to exceed \$12,000 toward the cost of the closure of DOT No. 717623U upon the City furnishing the State documentation of the costs, and

WHEREAS, Gavilon dba Peavey Grain agrees to pay \$2,000 for the closure of such crossing and the associated costs of engineering, Gavilon will also pay any additional engineering costs; and

WHEREAS, if the maximum contribution from NDOR is reached Gavilon will pay the City an amount not to exceed \$13,000 toward the actual cost of closure and associated engineering costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Union Pacific Railroad, Nebraska Department of Roads, and Gavilon for the Elm Street crossing closure 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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G14

#2011-239 - Approving Supplemental No. 1 to the Agreement with Nebraska Department of Roads for the State Street and Capital Avenue Connector Trail

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 13, 2011

Subject: Approving Supplemental No. 1 to the Agreement with Nebraska Department of Roads for the State Street and Capital Avenue Connector Trail

Item #'s: G-14

Presenter(s): John Collins, Public Works Director

Background

Any amendments to an agreement must be approved by the City Council. On April 27, 2010 the City Council approved a resolution to enter into an agreement with the Nebraska Department of Roads for construction of the State Street and Capital Avenue Connector Trail. The agreement provided for a maximum federal share of 80% not to exceed \$254,832.00, with a 20% match by the City which was expected to be \$63,708.00.

Discussion

The estimates, as well as the construction contract deadline originally set for this project were not viable and are being addressed in Supplemental No. 1.

The original preliminary engineering estimate did not include extensive documentation to meet National Environmental Protection Agency (NEPA) requirements; therefore the total project cost has been revised and is currently estimated at \$384,468, of which a maximum of 80% of the eligible and participating costs (approximately \$307,574.40) is being paid for with Federal funds. The City's obligation for this project is estimated at \$76,893.60.

The original agreement established a construction contract deadline of July 31, 2011, which is now being removed due to delays caused by changes in the NDOR funding process. The Responsible Charge requirement also came into play during the start up of this project, which moved the project oversight from the Parks Department to the Public Works Department.

Alternatives

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

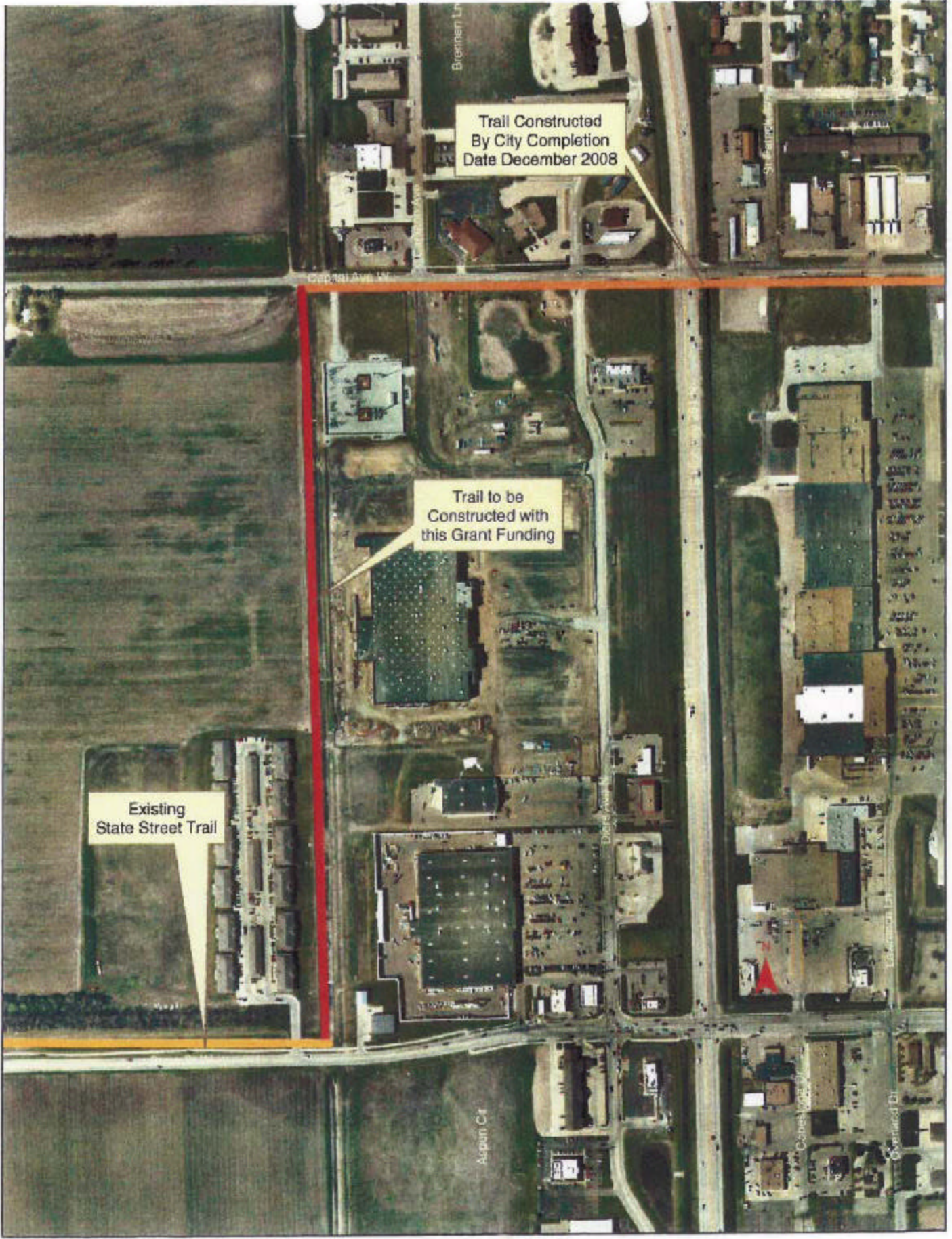
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Supplemental No. to the agreement with the Nebraska Department of Roads.

Sample Motion

Move to approve the resolution.



Trail Constructed
By City Completion
Date December 2008

Trail to be
Constructed with
this Grant Funding

Existing
State Street Trail

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF GRAND ISLAND
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. ENH-40(59)
CONTROL NO. 42650
GRAND ISLAND CONNECTOR TRAIL

THIS SUPPLEMENTAL 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 State of Nebraska, Department of Roads, hereinafter referred to as the "State".

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement Bl 1051, executed by the LPA on April 27, 2010 and executed by the State on May 7, 2010, hereinafter referred to as the "Original Agreement", and

WHEREAS, it now becomes necessary to remove the completion deadline, and

WHEREAS, the maximum Federal share payable cap is being removed, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. ENH-40(59), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2011, attached and identified as Exhibit 'A' and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. Both parties agree to remove the requirement to have the proposed project under construction contract prior to July 31, 2011 with no repayment to the State of Federal funds reimbursed as of this date.

SECTION 2. The Federal share payable will be a maximum of 80 percent of the eligible and participating costs. The total project cost is currently estimated to be \$384,468.

SECTION 3. The LPA and the State agree that, except for the provisions of Sections 1 and 2 above, all terms and provisions of the Original Agreement on Project No. ENH 40(59) executed by the LPA on April 27, 2010 and executed by the State on May 7, 2010, shall remain in full force and effect.

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.

EXECUTED by the LPA this _____ day of _____, 2011.

WITNESS:
Ra Nae Edwards

CITY OF GRAND ISLAND
Jay Vavricek

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2011.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Engineer

RESOLUTION 2011-239

WHEREAS, on April 27, 2010 the City Council of the City of Grand Island approved entering into an agreement with the Nebraska Department of Roads for construction of the State Street and Capital Avenue Connector Trail; and

WHEREAS, the original agreement is being supplemented to allow for an increase in total project cost to \$384,468, with 80% of the eligible and participating costs being paid with Federal dollars; and

WHEREAS, the requirement of a construction contract being in place by July 31, 2011 is also being removed under Supplemental No. 1, and

WHEREAS, Supplemental Agreement No. 1 to the original agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with the Nebraska Department of Roads for the construction of 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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G15

**#2011-240 - Approving Change Order No. 1 for Asphalt
Maintenance Project 2011-AC-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 13, 2011

Subject: Approving Change Order No. 1 for Asphalt Maintenance Project 2011-AC-1

Item #'s: G-15

Presenter(s): John Collins, Public Works Director

Background

J.I.L. Asphalt Paving Co., of Grand Island, Nebraska was awarded a \$305,464.36 contract by the City Council on July 12, 2011 for the annual asphalt overlay project. The estimate for the 2011 asphalt resurfacing project was \$332,451.83 with a total of \$610,000.00 budgeted.

Discussion

Under direction from the Public Works Director, each corner of the Capital Avenue and Sky Park intersection is being widened to better accommodate turning movements for large semitrailers.

Grading, shouldering and re-seeding work will be performed by Street Division staff. Production and placement of asphaltic concrete will be performed by J.I.L Asphalt Paving Company. The item "Asphaltic Concrete Type SPL-A (64-22)" is being added through Change Order No. 1 to provide compensation to J.I.L Asphalt for their work.

The agreed unit price for "Asphaltic Concrete Type SPL-A (64-22)" compares to 125% of the combined 2010 Average Unit Prices for "Asphaltic Concrete for Patching Type SPR" and "Performance Graded Binder" on Nebraska Department of Roads highway contracts. The agreed unit price is reasonable considering the "hand work" required and the small quantities involved. The agreed unit price includes costs for mobilization.

The estimated cost for the additional work at this intersection is \$22,788.00. There are adequate funds in the line item budget (Account No. 10033506-85354) for the 2011 asphalt street resurfacing program.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Asphalt Maintenance Project 2011-AC-1.

Sample Motion

Move to approve the resolution.



	AREA (Sq. Ft.)	Tons AC@7"
S.E. Corner	1423.08	60.150
S.W. Corner	1674.88	70.792
N.E. Corner	2077.44	87.808
N.W. Corner	793.22	33.527
TOTALS	59680.62	252.277

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: September 13, 2011

PROJECT: Asphalt Maintenance Project 2011-AC-1

CONTRACTOR: J.I.L. Asphalt Paving Co.

CONTRACT DATE: July 12, 2011

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Asphaltic Concrete, Type SPL-A (64-22)	270 ton	\$84.40/ton	\$22,788.00

TOTAL OF CHANGE ORDER NO. 1

\$ 22,788.00

Production and placement of Asphaltic Concrete Type SPL-A (64-22) shall be in accordance with Section 201 – Resurfacing of the Division 1A Special Provisions, except that Asphalt Cement shall meet or exceed both the upper and lower temperature targets for Performance Graded Binder 64-22. Design and quality control criteria shall meet the requirements for SPL (A) as per Section 202 – Design of Asphaltic Concrete Mixtures and Section 203 – Quality Control of the Division 1A Special Provisions.

Measurement and payment shall be in accordance with Section 205 – Measurement and Payment of the Division 1A Special Provisions, except that separate payment will not be made for Asphalt Cement. Asphalt Cement is subsidiary to the item Asphaltic Concrete Type SPL-A (64-22).

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order \$305,464.36

Net Increase/~~Decrease~~ Resulting from this Change Order..... \$ 22,788.00

Revised Contract Price Including this Change Order \$ 328,252.36

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

J.I.L. Asphalt Paving Co.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2011-240

WHEREAS, on July 12, 2011, by Resolution 2011-168, the City of Grand Island awarded J.I.L. Asphalt Paving Co., of Grand Island, Nebraska that bid in the amount of \$305,464.36 for Asphalt Resurfacing Project No. 2011-AC-1; and

WHEREAS, it has been determined that modifications to the work to be performed by J.I.L. Asphalt Paving Co. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$22,788.00 for a revised contract price of \$328,252.36.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and J.I.L. Asphalt Paving Co. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G16

**#2011-241 - Approving Bid Award for Submersible Sewage
Pumps - Wastewater Treatment Plant**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: John Rundle, WW Maintenance Supervisor

Meeting: September 13, 2011

Subject: Approving Bid Award for Submersible Sewage Pumps – Wastewater Treatment Plant

Item #'s: G-16

Presenter(s): John Collins, Public Works Director

Background

The Wastewater Division of the Public Works Department budgeted for two Submersible Sewage Pumps for use in collection system for major bypassing projects and for emergency pumping at the Wastewater Treatment Plant.

On August 17, 2011 the Wastewater Division of the Public Works Department advertised for bids for two (2) submersible sewage pumps. There were five (5) potential bidders for such equipment.

Discussion

Four (4) bids were received and opened on August 25, 2011. After evaluation of all bids Electric Pump was the only bidder to submit a bid meeting specifications. A summary of the bids is shown below.

Bidders	Exceptions	Total Bid
Electric Pump of Des Moines, IA	None	\$49,736.00
Bert Gurney and Associates of Omaha, NE	Noted	\$35,900.00
Quality Flow Iowa, Inc. of Johnston, IA	Noted	\$25,675.00
H-T-M Sales Incorporated of Omaha, NE	Noted	\$13,035.00 \$22,770.00 (alternate)

There are sufficient funds in Account No. 53030054-85615.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to Electric Pump of Des Moines, Iowa for the purchase of two (2) submersible sewage pumps for a total cost of \$99,472.00.

Sample Motion

Move to approve the resolution.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 25, 2011 at 2:00 p.m.

FOR: (2) Submersible Pumps

DEPARTMENT: Public Works

ESTIMATE: \$120,000.00

FUND/ACCOUNT: 53030054-85615

PUBLICATION DATE: August 17, 2011

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Bert Gurney and Assoc.</u> Omaha, NE	<u>Quality Flow Iowa, Inc.</u> Johnston, IA
Exceptions:	Noted	Noted

Bid Price:		
(1) Pump:	\$35,900.00	\$25,675.00
(1) Pump:	\$35,900.00	\$25,675.00

Bidder:	<u>H-T-M Sales Incorporated</u> Omaha, NE	<u>Electric Pump</u> Des Moines, IA
Exceptions:	Noted	None

Bid Price:		
(1) Pump:	\$13,035.00	\$49,736.00
(1) Pump:	\$13,035.00	\$49,736.00

Alternate Bid:	
Exceptions:	Noted
(1) Pump:	\$22,770.00
(1) Pump:	\$22,770.00

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina Delosh, PW Admin. Assist.
John Rundle, Maintenance Supervisor

P1499

RESOLUTION 2011-241

WHEREAS, on August 17, 2011, The Waste Water Treatment Plant advertised for quotes on two (2) Submersible Sewage Pumps; and

WHEREAS, bids were received and read by the City Clerk on August 25, 2011; and

WHEREAS, the Wastewater Treatment personnel reviewed the submitted bids from Electric Pump, Bert Gurney & Associates, Quality Flow Iowa, Inc. and HTM Sales; and

WHEREAS, Electric Pump is the only bidder to meet all bid specifications without exception; and

WHEREAS, The Wastewater Treatment Plant would like to purchase the Submersible Sewage Pumps quoted by Electric Pump at cost of \$99,472.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Wastewater Treatment Plant may purchase the Submersible Sewage Pumps from Electric Pump at a cost of \$99,472.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G17

**#2011-242 - Approving Bid Award for Grand Island Quiet Zone
Project No. 2012-QZ-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 13, 2011

Subject: Approving Bid Award for Grand Island Quiet Zone
Project No. 2012-QZ-1

Item #'s: G-17

Presenter(s): John Collins, Public Works Director

Background

The purpose of the Grand Island Quiet Zone Improvement Project is to develop improvements at the Union Pacific Railroad crossings at Oak Street, Pine Street, Walnut Street, and Elm Street so that train horns will not need to be activated for these crossings.

“Silent” crossings will be created at Oak Street and Pine Street by constructing concrete medians and concrete curb to narrow the streets at the crossing approaches. Walnut Street will have an Automated Horn System installed and concrete curb will be constructed to narrow the street. The crossing at Elm Street will be closed at the completion of the project.

On August 22, 2011 the Engineering Division of the Public Works Department advertised for bids for the Grand Island Quiet Zone Project No. 2012-QZ-1. There were ten (10) potential bidders for the project.

Discussion

One (1) bid was received and opened on September 6, 2011. The bid was submitted in compliance with the contract, plans and specifications. A summary of the bid is shown below.

Bidder	Exceptions	Total Bid
The Diamond Engineering Co, of Grand Island, NE	None	\$247,718.25

The Engineer’s Estimate, shown on the Bid Opening Summary, is \$307,462.00; which included a 10% contingency. The base estimate was \$279,511.10, with the submitted bid at 88.6% of that estimate.

There are sufficient funds in Account No. 40033535-90078.

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 awarding a contract to The Diamond Engineering Co. of Grand Island, NE in the amount of \$247,718.25 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 6, 2011 at 2:00 p.m.

FOR: Grand Island Quiet Zone Project No. 2012-OZ-01

DEPARTMENT: Public Works

ESTIMATE: \$307,462.00

FUND/ACCOUNT: 40033535-90078

PUBLICATION DATE: August 20, 2011

NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder: Diamond Engineering Co.
Grand Island, NE

Bid Security: Universal Surety Company

Exceptions: None

Bid Price: \$247,718.25

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Scott Griepentstroh, PW Project Mgr.

P1501

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of **September, 2011**, by and between **The Diamond Engineering Company**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **Grand Island Quiet Zone Project No. 2012-QZ-1**; and

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

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

ARTICLE I. That the Contractor 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 contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **TWO HUNDRED FORTY SEVEN THOUSAND SEVEN HUNDRED EIGHTEEN 25/100 (\$247,718.25)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Grand Island Quiet Zone Project No. 2012-QZ-1**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall be substantially complete by **May 25, 2012**.

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. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract 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.

ARTICLE IX. 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 a contract or subcontract, 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 subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. 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 XII. 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 Contract Agreement as of the date and year first above written.

Contractor:

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____

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.

RESOLUTION 2011-242

WHEREAS, the City of Grand Island invited sealed bids for Grand Island Quiet Zone Project No. 2012-QZ-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 6, 2011 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, NE 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 \$247,718.25, and

WHEREAS, The Diamond Engineering Co.'s bid was below the engineering's estimate for the project; and

WHEREAS, funds are available in the Fiscal Year 2010/2011 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, NE in the amount of \$247,718.25 for Grand Island Quiet Zone Project No. 2012-QZ-1 is hereby approved as the lowest responsible bid.

BE IT FUTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G18

#2011-243 - Approving Change Order No. 2 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: September 13, 2011

Subject: Approving Change Order No. 2 on Project WWTP-2010-3 for Aeration Basin Improvements at the Wastewater Treatment Plant

Item #'s: G-18

Presenter(s): John Collins, Public Works Director

Background

On December 7, 2010, Oakview dck, LLC of Red Oak, Iowa was awarded the bid for furnishing materials and services for WWTP-2010-3 for Aeration Basin Improvements project at the Wastewater Treatment Plant in the amount of \$3,487,000.

Change Order No. 1 covered concrete and joint repair in the aeration basins in the amount of \$89,252 and was approved by the City Council on August 9, 2011.

Discussion

Change Order No. 2 is for the repair of the screw pump that failed in February 2011 and rehabilitation of the other two pumps (tag Nos. P-0171-01, -02, and -03) for a cost of \$397,897.00. The rehabilitation is necessary to prevent similar failure going forward.

SUMMARY

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

<u>Effect on Contract Price</u>		Increase/Decrease In Contract Price (+/-)
<u>Item</u>	<u>Description</u>	
CO2-1	Rehabilitation of Screw Pumps	+\$397,897.00
Net change in Contract Price		+\$397,897.00
Bid Amount of Original Contract		\$3,487,000.00
Previous Change Order Adjustments		<u>+\$89,252.00</u>
Current Contract Amount		\$3,576,252.00
Change Order No. 2		<u>+\$397,897.00</u>
Adjusted Contract Amount		\$3,974,149.00

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. 2 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

City Staff recommends that the Council approve Change Order No. 2.

Sample Motion

Move to approve Change Order Number 2 for Aeration Basin Improvements at the Wastewater Treatment Plant.

R E S O L U T I O N 2011-243

WHEREAS, on June 28, 2011 by resolution 2011-155 authorized Black & Veatch Corporation of Kanas City, Missouri to prepare engineered construction documents based on recommendation outlined in a technical memorandum titled "Screw Pump Replacement Evaluation", by resolution

WHEREAS, on June 28, 2011 by resolution 2011-155 further authorized City staff to negotiate contractual change in work with the contracting firm Oakview dck Construction; and

WHEREAS, on August 31, 2011 city staff and engineer Black & Veatch have negotiated a unit cost Change Order No. 2 with Oakview dck, LLC of Red Oak, Iowa at \$397,897.00; and

WHEREAS, engineer Black & Veatch has reviewed the unit cost for additional Rehabilitation of pumps (Base Work Items), Replace Lower Bearings (Alternative Work Item, and Re-Coat Screws) (Alternative Work Item) as fair and reasonable; and

WHEREAS, uncertainty in the structural welds of the screw pumps until coating system removal; and

WHEREAS, such change order shall provide for Rehabilitation of Pumps, Replace Lower Bearings, and Re-Coat Screws; and

WHEREAS, after Change Order No. 2, the revised contract is \$3,974,149.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order No. 2 with the contracting firm, Oakview dck, LLC of Red Oak, Iowa, in the amount of \$397,897.00 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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form September 13, 2011	<input checked="" type="checkbox"/> _____ <input checked="" type="checkbox"/> City Attorney
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City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G19

**#2011-244 - Approving Bid Award for Moores Creek Drain
Extension - Old Potash Crossing; Drainage Project No. 2008-D-2**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 13, 2011

Subject: Approving Bid Award for Moores Creek Drain Extension
– Old Potash Crossing; Drainage Project No. 2008-D-2

Item #'s: G-19

Presenter(s): John Collins, Public Works Director

Background

The Moores Creek Drain Extension Project will extend the last constructed segment of Moores Creek Drainway to the south under Old Potash Highway. The Moores Creek Drainway is one portion of a series of open ditches, detention cells and storm sewer that were proposed in a 1975 study to provide flood relief to urbanized areas in western Grand Island. Future extensions of this drainway will be constructed west and south beyond Engleman Road and Stolley Park Road. The 1975 study was conducted for a 17 Square Mile area to the west and adjacent to the City of Grand Island. The study references the historic flooding that occurred in 1967.

The Moores Creek Drain Extension project begins south of Old Potash Highway on the east side of North Road, and ends approximately 500' north.

On August 19, 2011 the Engineering Division of the Public Works Department advertised for bids for the Moores Creek Drain Extension – Old Potash Crossing; Drainage Project No. 2008-D-2. There were six (6) potential bidders for the project.

Discussion

Four (4) bids were received and opened on August 31, 2011. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

Bidder	Exceptions	Total Bid
Midlands Contracting, Inc. of Kearney, NE	None	Base - \$166,805.00 Alternate - \$172,791.00
The Diamond Engineering Co., of Grand Island, NE	None	Base - \$171,752.45 Alternate - \$170,316.45
General Excavating of Lincoln, NE	None	Base - \$288,362.54 Alternate - \$225,770.48
Van Kirk Bros. Contracting of Sutton, NE	None	Base - \$186,861.30 Alternate - \$177,893.30

There are sufficient funds in Account No. 40033520-90013.

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 awarding a contract to Midlands Contracting, Inc, of Kearney, NE in the amount of \$166,805.00 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 31, 2011 at 2:00 p.m.

FOR: Moores Creek Drain Extension – Old Potash Crossing
Project No. 2008-D-2

DEPARTMENT: Public Works

ESTIMATE: \$218,600.00

FUND/ACCOUNT: 40033520-90013

PUBLICATION DATE: August 19, 2011

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>General Excavating</u> Lincoln, NE	<u>Midlands Contracting, Inc.</u> Kearney, NE
Bid Security:	Universal Surety Co.	Travelers Casualty & Surety Co.
Exceptions:	None	None
Bid Price:	\$288,362.54	\$166,805.00
Alternate Items:	\$196,470.16	\$172,791.00

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Van Kirk Bros. Contracting</u> Sutton, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$171,752.45	\$186,861.30
Alternate Items:	\$142,927.00	\$153,152.00

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Terry Brown, PW Eng. Services

CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **13th** day of **September, 2011**, by and between **Midlands Contracting, Inc.**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **MOORES CREEK DRAIN EXTENSION – OLD POTASH CROSSING, PROJECT NO. 2008-D-2**; and

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

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

ARTICLE I. That the Contractor 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 contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **ONE HUNDRED SIXTY SIX THOUSAND AND EIGHT HUNDRED FIVE AND 00/100 DOLLARS (\$166,805.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **MOORES CREEK DRAIN EXTENSION – OLD POTASH CROSSING, PROJECT NO. 2008-D-2**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall be completed no later than **November 10, 2011**.

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. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract 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.

ARTICLE IX. 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 a contract or subcontract, 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 subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. 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 XII. 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 Contract Agreement as of the date and year first above written.

Contractor:

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

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

Attorney for the City

Date _____

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.

RESOLUTION 2011-244

WHEREAS, the City of Grand Island invited sealed bids for Moores Creek Drain Extension – Old Potash Crossing; Project No. 2008-D-2, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on August 31, 2011 bids were received, opened, and reviewed; and

WHEREAS, Midlands Contracting, Inc. of Kearney, NE 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 \$166,805.00, and

WHEREAS, Midlands Contracting, Inc.'s bid was below the engineering's estimate for the project; and

WHEREAS, funds are available in the Fiscal Year 2010/2011 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midlands Contracting, Inc. of Kearney, NE in the amount of \$166,805.00 for Moores Creek Drain Extension – Old Potash Crossing; Project No. 2008-D-2 is hereby approved as the lowest responsible bid.

BE IT FUTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G20

**#2011-245 - Approving Bid Award for 2011-MH REHAB-1
Sanitary Sewer Manhole Rehabilitation Project**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Fred Tustin, Supervisor Collections

Meeting: September 13, 2011

Subject: Approving Bid Award for 2011 MH REHAB-1 Sanitary Sewer Manhole Rehabilitation for the City of Grand Island

Item #'s: G-20

Presenter(s): John Collins, Public Works Director

Background

The manholes need rehabilitated to maintain the integrity of the system and are on a 30" or 36" vitrified clay pipe (VCP) sanitary sewer interceptor. The project area is as follows:

1. 4th street to S. of Highway 30 and Stuhr Road, manhole #'s 166,165, 164, 163, 162, 161, J5-1, 160, 159
2. Stuhr Road to Villa Mar Dee on Seedling Mile Road, manhole #'s 158, 157, 156, 155, 154, 153, 152, 151
3. Seedling Mile Road to Wastewater Treatment Plant along side of Villa Mar Dee Road, Manhole #'s 150, 149, 149-1, 148, 147, 146,145,144

Discussion

On September 1, 2011 four (4) bids were received and Midlands Contracting, Inc. of Kearney, Nebraska was apparent low bidder for 2011 MH REHAB – 1 Sanitary Sewer Manhole Rehabilitation for the City of Grand Island.

Diamond Engineering Co.
\$164,298.20

National Power Rodding Corp.
\$202,885.00

Kim Construction Co., Inc.
\$257,575.00

Midlands Contracting, Inc.
\$151,809.00

The bid of \$151,809.00 from Midlands Contracting, Inc. of Kearney, Nebraska, is under the Engineer's estimate of \$260,000.00.

Funds are available in account number 53030055-85213.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid and award it to Midlands Contracting, Inc. of Kearney, Nebraska who had a bid of \$151,809.00

Sample Motion

Move to approve bid award to Midlands Contracting, Inc. of Kearney, Nebraska for the 2011 MH REHAB – 1 Sanitary Sewer Manhole Rehabilitation for the City of Grand Island.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 1, 2011 at 2:15 p.m.

FOR: 2011-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project

DEPARTMENT: Public Works

ESTIMATE: \$260,000.00

FUND/ACCOUNT: 53030055-85213-53009

PUBLICATION DATE: August 22, 2011

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>National Power Rodding Corp.</u> Chicago, IL
Bid Security:	Universal Surety Co.	Travelers Casualty & Surety Co.
Exceptions:	None	None
Bid Price:	\$164,298.20	\$202,885.00
Bidder:	<u>Kim Construction Co., Inc.</u> Steger, IL	<u>Midlands Contracting, Inc.</u> Kearney, NE
Bid Security:	Western Surety Co.	Travelers Casualty & Surety Co.
Exceptions:	None	None
Bid Price:	\$257,575.00	\$151,809.00

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Fred Tustin, Collections Manager

RESOLUTION 2011-245

WHEREAS, Advertisement to Bidders for Project 2011 MH REHAB-1 Sanitary Sewer Manhole Rehabilitation at the Wastewater Treatment Plant was published in the Grand Island Daily Independent on August 22, 2011, and

WHEREAS, the City of Grand Island invited sealed bids for the furnishing of materials and services for the 2011-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project, according to plans and specifications on file with the City Engineer; and

WHEREAS, on September 1, 2011 bids were received, opened and reviewed; and

WHEREAS, Midlands Contracting, Inc. of Kearney, Nebraska submitted the lowest responsible and responsive bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, with a base bid of \$151,809.00; and

WHEREAS, the bid for this project is below the engineer's estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid award with the contracting firm, Midlands Contracting, Inc. of Kearney, Nebraska, in the amount of \$151,809.00 for 2011 MH REHAB-1 Sanitary Sewer Manhole Rehabilitation at the 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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G21

#2011-246 - Approving Application for 2011 Transportation Enhancement Program Grant for the Capital Avenue – Webb Road to Broadwell Avenue Trail

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: September 13, 2011

Subject: Approving Application for 2011 Transportation Enhancement Program Grant for the Capital Avenue – Webb Road to Broadwell Avenue Trail

Item #'s: G-21

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.

The final application for the TE Program Grant requires approval and support of the City of Grand Island through execution from the Mayor as authorized by the City Council.

Discussion

It is the intention of the Public Works Department, the Park and Recreation Department and Community Development to extend the hike/bike trail recently constructed along Capital Avenue under Project STPAA-5436 from Webb Road to Broadwell Avenue. The Grand Island Recreational Trails brochure shows this proposed segment of the Eagle Scout Trail as planned for future construction.

Total construction and engineering costs are estimated to be \$867,723.88. The Federal match (80%) will be \$694,179.10 and the City share (20%) will be \$173,544.78. This trail project is scheduled to be constructed in 2014 concurrently with the planned widening of Capital Avenue from Webb Road to Broadwell Avenue.

Alternatives

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

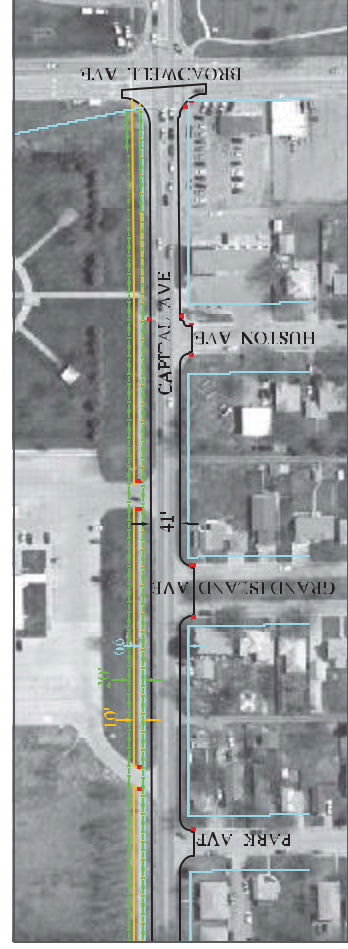
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue







Recommendation

City Administration recommends that the Council approve the resolution authorizing staff to apply for the grant.

Sample Motion

Move to approve the resolution authorizing Public Works Department staff to apply for the trail grant.



	Roadway Improvement
	New Likel / Bike Trail
	Existing ROW
	ROW / Easement to Acquire
	Detectable Warning Plates
	HAWK Signal



FINAL

Transportation Enhancement Program Application Form Instructions

The following pages provide instructions for filling out the Final Transportation Enhancement Application Form. The Final Application is attached to these instructions and is intended to be completed **after** the Project Coordinator assigned to your project has conducted a site visit. It includes additional sections 10-13 not found on the draft application.

Please answer all questions directly on the form within the space provided, if possible. Attach any additional information you believe will more fully explain and support your proposed project or activity. However, attachments are limited to a total of 10 pages including the required attachments (maps, budgets and resolution) listed on Page 5. Letters of support (described in Item 13) and the Preliminary Environmental Checklist (described in Item 14) will not be included in the 10-page limit.

Additional information and assistance is available by contacting the Program Consultant, Sinclair Hille Architects, at dmckinstry@sinclairhille.com or (402)476-7331. Forms may be downloaded from www.transportation.nebraska.gov/trans-enhance/apply.htm.

- 1. Local Public Agency:** Provide information regarding the Local Public Agency (LPA) that will own and maintain the project. Attach a resolution (sample included) from the LPA showing support of the proposed project. A resolution must be submitted as a requirement for funding.
- 2. Contact Person:** Provide the name, address, daytime telephone number, and e-mail address of the person who is the main point of contact for this project.
- 3. Signature, Contact Person:** This is the person identified in Item 2 who will be responsible for the management and implementation of your proposed project.
- 4. Signature, Local Public Agency:** This is the mayor, chairperson or other head of the government agency listed in Item 1.
- 5. Project Type:** Check the box indicating your project category as shown below.

Trails

- Facilities for pedestrians and bicycles
- Safety and educational activities for pedestrians and bicyclists
- Preservation of abandoned railway corridors (including conversion and use as pedestrian / bicycle trails)

Historic Preservation

- Rehabilitation of historic transportation buildings, structures, or facilities (including historic railroad facilities)
- Archeological planning and research

Scenic or Historic Byways

- Acquisition of scenic easements and scenic or historic sites
- Scenic or historic highway programs (including tourist and welcome center facilities)
- Landscaping and other scenic beautification
- Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity
- Establishment of transportation museums

6. Project Name: Provide a name for the project.

7. Project Description / Location: Provide a detailed description of the proposed scope of work for this project. Include information on the specific items of work to be performed with the funds requested and the location of the project. For trail projects, describe the length, width, surface type, and beginning and ending points. For building projects, describe construction (existing vs. new), dimensions, purpose and need, etc. Explain how your project relates to surface transportation according to the Application Guidelines booklet.

Attach an 8 ½" x 11" map showing the project location. An aerial map that is clearly labeled with a north arrow, street names, beginning and ending points, as well as points of interest is preferred. For help on how to obtain an aerial image, contact the Program Consultant.

8. Project Cost: Provide the total cost of the project and the amount of federal funding you are requesting (up to 80% of total cost). Attach an itemized budget showing construction items, estimated unit costs, and estimated quantities. Preliminary engineering, right-of-way, construction inspection/testing, and Responsible Charge expenses are also eligible expenses. Please follow the sample budget provided in the Application Guidelines booklet. A list of non-participating items is available from the Program Consultant. The maximum amount of federal funding per project is recommended not to exceed \$1,000,000. (i.e. total project cost of \$1,250,000 = 80% federal (\$1,000,000) + 20% local (\$250,000).

Identify the percentage and source of matching local funds (minimum 20% cash match required).

9. Responsible Charge: Projects are required to have a Responsible Charge (RC) Person identified. This is a full-time public employee who will be in responsible charge of the project and have decision making authority in regards to the project. The RC must be qualified by NDOR. Please list who you have identified as your RC and what Local Public Agency they are with. Include correspondence that indicates the RC is aware of this potential project and is willing to assist with it, if funded. *Please note: RC's do not actually need to be involved directly with the project until after funding award.*

10. Previous Transportation Enhancement Projects

Check the box indicating whether you have received transportation enhancement funding in the past. If the answer is yes, please list the names and federal funding amounts received for each project.

11. Transportation / Community Plans

Please identify if this project is part of an official planning document.

12. Public Benefits

Describe how this project serves a public use and any potential economic and social benefits for the community or region. These may be benefits to health, economic development, or tourism. Also, please describe aesthetic, functional and safety impacts, as well as potential improvements to the quality of life.

13. Project Support

Provide the names of the LPA(s) who are in support of this project, as well as a resolution or meeting minutes from the LPA listed in Item #1. Also, please state the current level of support from the general public, other groups and organizations. Attach documentation from them affirming this support.

14. Preliminary Environmental Checklist

Impacts of projects can be both beneficial and adverse. Please complete the Preliminary Environmental Checklist and provide related remarks to the best of your ability. If your project is selected you will be responsible to hire a consultant to obtain necessary environmental clearances and permits.

APPLICATION SUBMITTAL – Send one completed Final Application via mail or email to:

Deana McKinstry
Sinclair Hille Architects
700 Q Street
Lincoln, NE 68508
dmckinstry@sinclairhille.com

Received by NDOR:

/ /

State of Nebraska
Department of Roads

Transportation Enhancement Improvement Request (FINAL)

1.	LOCAL PUBLIC AGENCY NAME: City of Grand Island		TYPE OF GOVERNMENT AGENCY (Check One): <input type="checkbox"/> Village <input type="checkbox"/> NRD <input checked="" type="checkbox"/> City <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other	
2.	CONTACT PERSON: Scott Gripenstroh		FAX NUMBER: 308-385-5488	
	MAILING ADDRESS: (Street) PO Box 1968	CITY: Grand Island	STATE: NE	ZIP: 68802
	DAYTIME PHONE: 308-385-5444 x265	E-MAIL: scottg@grand-island.com		
3.	CONTACT PERSON: (Print Name & Title) Scott Gripenstroh		SIGNATURE DATE:	
4.	LOCAL PUBLIC AGENCY: (Print Name & Title) Mayor Jay Vavricek		SIGNATURE DATE:	
5.	PROJECT TYPE: (Select One Category) <input checked="" type="checkbox"/> Trails <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Scenic or Historic Byways			
6.	PROJECT NAME: Capital Avenue - Webb Road to Broadwell Avenue			
7.	<p>PROJECT DESCRIPTION/LOCATION: (Include detailed project description and location, work to be performed, purpose and need of project; attach map)</p> <p>The proposed trail project will construct a 5500' (1.04 mile) 10' wide concrete transportation route for bicycle and pedestrian use in north Grand Island. This project will begin at the southeast corner of the intersection of Capital Avenue and Webb Road and end at the northwest corner of the intersection of Capital Avenue and Broadwell Avenue. A roadway crossing with Hawk Signal protection is proposed 710' east of the Webb Road intersection. This transportation route project will extend the recently completed segment of the Eagle Scout Trail constructed under project STPAA-5436.</p> <p>The south side of Capital Avenue is mostly residential. On the north side are the scenic Nebraska Veteran's Home and the Hall County Veteran's Memorial Park. At the east end of the proposed trail are Ashley Park, a popular park with a baseball fields, a playground and picnic facilities, and the Veterans Affairs Medical Center, which has an extensive meandering sidewalk for on-site walking.</p> <p>There is no current pedestrian sidewalk on the west 3000' of the proposed project. Acquisition of Right of Way will be required for the segment of trail on the north side of Capital Avenue.</p> <p>With this project and the anticipated 2012 completion of the State Street and Capital Avenue Connector Trail, Project ENH-40 (59), pedestrians and bicyclists will be able to safely travel from Shoemaker Park in west Grand Island to Ashley Park, which is a distance of 4.35 miles.</p> <p>DESCRIBE HOW YOUR PROJECT RELATES TO TRANSPORTATION (AS DESCRIBED IN APPLICATION GUIDELINES):</p> <p>This project meets the "Bicycle and Pedestrian Facilities" eligibility requirements for the Transportation Enhancement program guidelines. This segment is a planned expansion of the City of Grand Island Parks and Recreation master plan and shown as a future segment in the City Trail Brochure. This trail will provide facilities for bicyclists and pedestrians in conjunction with the "Capital Avenue - Webb Road to Broadwell Avenue" widening project. This project will be an important link providing a safe alternative transportation option for frequent users of parks in west and north Grand Island.</p>			

8.	TOTAL ESTIMATED PROJECT COST: \$867,723.88	FEDERAL FUNDS REQUESTED: \$694,179.10	LOCAL FUNDS PROVIDED BY: City of Grand Island	PERCENTAGE OF MATCH: <i>(Minimum 20% of total)</i> 20%
9.	NAME & ORGANIZATION OF RESPONSIBLE CHARGE IDENTIFIED FOR PROJECT: Scott Griepenstroh, City of Grand Island Public Works			
10.	HAVE YOU RECEIVED TRANSPORTATION ENHANCEMENT FUNDS IN THE PAST? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST ALL PROJECTS FUNDED AND TOTAL DOLLARS RECEIVED: Beltline Trail - \$310,969.74 Shoemaker Trail - \$273,250.86 Riverway Trail - \$347,907.00 State Street and Capital Avenue Connector Trail (currently under design) - \$254,832 as per agreement			
11.	IDENTIFY IF THIS PROJECT IS PART OF A OFFICIAL PLANNING DOCUMENT: This portion of the Hike & Bike Transportation Route is included in the City's Comprehensive Trail Program and is shown as a segment in the City Trail Brochure. Capital Improvement Program funding is in the City's current One and Six Year Program to provide a match for the construction of this trail.			
12.	PUBLIC BENEFITS OF THIS PROJECT: <p>The Hike and Bike Trail transportation system in Grand Island is growing into a widely used recreation and transportation route. This segment has the potential to reduce vehicular traffic in this area and improve safety for pedestrians and bicyclists traveling to and from north Grand Island for services, recreation and community events.</p> <p>Hike and Bike Trail users will benefit from the expanded opportunity to exercise with the addition of this trail along this busy arterial streets. The National Survey of Recreation and the Environment reported that "Walking for pleasure" is rated as the number one recreational activity by 82% of respondents to a national survey. Increased personal care and health care savings are two identified public benefits to this project.</p> <p>Public trails have an economic benefit as well. Respondents to a 2002 Smart Growth Survey reported that "outdoor recreational opportunities are important to those buying a new home." Of the 2,000 respondents, 36% ranked jogging/bike trails as the highest ranking community amenity. (National Association of Realtors and National Association of Home Builders).</p> <p>This trail can improve quality of life in Grand Island by enhancing the valuable amenity of a community Hike/Bike Trail system. This project will contribute to the economic health of the community by enabling the City to link popular parks and will create more access to businesses to walking and/or biking customers. Other public benefit can be experienced through decreased vehicular traffic, which equates to less noise, energy conservation, and an increase in noise quality. In addition, pedestrians and bike traffic will have a safer transportation network that will reduce vehicle conflicts.</p>			
13.	THIS PROJECT IS SUPPORTED BY: City of Grand Island Public Works, Parks and Recreation and Community Development Grand Island Veteran's Home Hall County Parks Department Grand Island Track Club			

Attach the following required items:

- Budget (follow sample provided in Application Guidelines booklet)
- 8 ½ x 11 map - include aerial image, project location/alignment, north arrow, street names, beginning and ending points, other points of interest
- Resolution
- Preliminary Environmental Checklist
- Letters of Support (optional) including correspondence from your designated Responsible Charge Person (RC) that they are willing to assist with your project, if awarded funding

RESOLUTION 2011-246

WHEREAS, on June 10, 1996, by Resolution 96-188, the City of Grand Island approved and adopted the Parks and Recreation Comprehensive Development Plan, which included the development of a hike/bike trail system for the community; and

WHEREAS, it is the intention of the Public Works Department, Parks and Recreation Department, and Community Development to extend the hike/bike trail recently constructed along Capital Avenue under Project STPAA-5436 from Webb Road to Broadwell Avenue; and

WHEREAS, the City of Grand Island is requesting grant funding for such project, and

WHEREAS, if granted, assistance would be provided for 80% of the project costs, for a total of \$694,179.10; and

WHEREAS, the City of Grand Island, Nebraska has available a minimum of 20% for a total of \$173,544.78 of the project cost and has the financial ability to operate and maintain the completed facility in a safe and attractive manner for public use.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports the construction of the hike/bike trail, and further approved and authorized an application for assistance from the Transportation Enhancement Program for the purpose of constructing such trail.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G22

#2011-247 - Approving Application for 2011 Transportation Enhancement Program Grant for the Broadwell Avenue – Capital Avenue to Eagle Scout Park Trail

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: September 13, 2011

Subject: Approving Application for 2011 Transportation Enhancement Program Grant for the Broadwell Avenue – Capital Avenue to Eagle Scout Park Trail

Item #'s: G-22

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.

The final application for the TE Program Grant requires approval and support of the City of Grand Island through execution from the Mayor as authorized by the City Council.

Discussion

It is the intention of the Public Works Department, the Park and Recreation Department and Community Development to construct a hike/bike trail along the west side of Broadwell Avenue from Capital Avenue to Eagle Scout Park. The Grand Island Recreational Trails brochure shows this proposed segment of the Eagle Scout Trail as planned for future construction.

Total construction and engineering costs are estimated to be \$890,454. The Federal match (80%) will be \$712,363 and the City share (20%) will be \$178,091. This trail project is scheduled to be constructed in 2013 or 2014.

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 authorizing staff to apply for the grant.

Sample Motion

Move to approve the resolution authorizing Public Works Department staff to apply for the trail grant.

EAGLE SCOUT PARK

VETERANS

ATHLETIC

COMPLEX

Old Highway 2 W

Roberts St W

Broadwell Ave N

Capital Ave W

Capital Ave E





FINAL

Transportation Enhancement Program Application Form Instructions

The following pages provide instructions for filling out the Final Transportation Enhancement Application Form. The Final Application is attached to these instructions and is intended to be completed **after** the Project Coordinator assigned to your project has conducted a site visit. It includes additional sections 10-13 not found on the draft application.

Please answer all questions directly on the form within the space provided, if possible. Attach any additional information you believe will more fully explain and support your proposed project or activity. However, attachments are limited to a total of 10 pages including the required attachments (maps, budgets and resolution) listed on Page 5. Letters of support (described in Item 13) and the Preliminary Environmental Checklist (described in Item 14) will not be included in the 10-page limit.

Additional information and assistance is available by contacting the Program Consultant, Sinclair Hille Architects, at dmckinstry@sinclairhille.com or (402)476-7331. Forms may be downloaded from www.transportation.nebraska.gov/trans-enhance/apply.htm.

- 1. Local Public Agency:** Provide information regarding the Local Public Agency (LPA) that will own and maintain the project. Attach a resolution (sample included) from the LPA showing support of the proposed project. A resolution must be submitted as a requirement for funding.
- 2. Contact Person:** Provide the name, address, daytime telephone number, and e-mail address of the person who is the main point of contact for this project.
- 3. Signature, Contact Person:** This is the person identified in Item 2 who will be responsible for the management and implementation of your proposed project.
- 4. Signature, Local Public Agency:** This is the mayor, chairperson or other head of the government agency listed in Item 1.
- 5. Project Type:** Check the box indicating your project category as shown below.

Trails

- Facilities for pedestrians and bicycles
- Safety and educational activities for pedestrians and bicyclists
- Preservation of abandoned railway corridors (including conversion and use as pedestrian / bicycle trails)

Historic Preservation

- Rehabilitation of historic transportation buildings, structures, or facilities (including historic railroad facilities)
- Archeological planning and research

Scenic or Historic Byways

- Acquisition of scenic easements and scenic or historic sites
- Scenic or historic highway programs (including tourist and welcome center facilities)
- Landscaping and other scenic beautification
- Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity
- Establishment of transportation museums

6. Project Name: Provide a name for the project.

7. Project Description / Location: Provide a detailed description of the proposed scope of work for this project. Include information on the specific items of work to be performed with the funds requested and the location of the project. For trail projects, describe the length, width, surface type, and beginning and ending points. For building projects, describe construction (existing vs. new), dimensions, purpose and need, etc. Explain how your project relates to surface transportation according to the Application Guidelines booklet.

Attach an 8 ½" x 11" map showing the project location. An aerial map that is clearly labeled with a north arrow, street names, beginning and ending points, as well as points of interest is preferred. For help on how to obtain an aerial image, contact the Program Consultant.

8. Project Cost: Provide the total cost of the project and the amount of federal funding you are requesting (up to 80% of total cost). Attach an itemized budget showing construction items, estimated unit costs, and estimated quantities. Preliminary engineering, right-of-way, construction inspection/testing, and Responsible Charge expenses are also eligible expenses. Please follow the sample budget provided in the Application Guidelines booklet. A list of non-participating items is available from the Program Consultant. The maximum amount of federal funding per project is recommended not to exceed \$1,000,000. (i.e. total project cost of \$1,250,000 = 80% federal (\$1,000,000) + 20% local (\$250,000).

Identify the percentage and source of matching local funds (minimum 20% cash match required).

9. Responsible Charge: Projects are required to have a Responsible Charge (RC) Person identified. This is a full-time public employee who will be in responsible charge of the project and have decision making authority in regards to the project. The RC must be qualified by NDOR. Please list who you have identified as your RC and what Local Public Agency they are with. Include correspondence that indicates the RC is aware of this potential project and is willing to assist with it, if funded. *Please note: RC's do not actually need to be involved directly with the project until after funding award.*

10. Previous Transportation Enhancement Projects

Check the box indicating whether you have received transportation enhancement funding in the past. If the answer is yes, please list the names and federal funding amounts received for each project.

11. Transportation / Community Plans

Please identify if this project is part of an official planning document.

12. Public Benefits

Describe how this project serves a public use and any potential economic and social benefits for the community or region. These may be benefits to health, economic development, or tourism. Also, please describe aesthetic, functional and safety impacts, as well as potential improvements to the quality of life.

13. Project Support

Provide the names of the LPA(s) who are in support of this project, as well as a resolution or meeting minutes from the LPA listed in Item #1. Also, please state the current level of support from the general public, other groups and organizations. Attach documentation from them affirming this support.

14. Preliminary Environmental Checklist

Impacts of projects can be both beneficial and adverse. Please complete the Preliminary Environmental Checklist and provide related remarks to the best of your ability. If your project is selected you will be responsible to hire a consultant to obtain necessary environmental clearances and permits.

APPLICATION SUBMITTAL – Send one completed Final Application via mail or email to:

Deana McKinstry
Sinclair Hille Architects
700 Q Street
Lincoln, NE 68508
dmckinstry@sinclairhille.com

Received by NDOR:

/ /

State of Nebraska
Department of Roads

Transportation Enhancement Improvement Request (FINAL)

1.	LOCAL PUBLIC AGENCY NAME: City of Grand Island		TYPE OF GOVERNMENT AGENCY (Check One): <input type="checkbox"/> Village <input type="checkbox"/> NRD <input checked="" type="checkbox"/> City <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other	
2.	CONTACT PERSON: Scott Gripenstroh		FAX NUMBER: 308-385-5488	
	MAILING ADDRESS: (Street) PO Box 1968	CITY: Grand Island	STATE: NE	ZIP: 68802
	DAYTIME PHONE: 308-385-5444 x265	E-MAIL: scottg@grand-island.com		
3.	CONTACT PERSON: (Print Name & Title) Scott Gripenstroh		SIGNATURE DATE:	
4.	LOCAL PUBLIC AGENCY: (Print Name & Title) Mayor Jay Vavricek		SIGNATURE DATE:	
5.	PROJECT TYPE: (Select One Category) <input checked="" type="checkbox"/> Trails <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Scenic or Historic Byways			
6.	PROJECT NAME: Broadwell Avenue - Capital Avenue to Eagle Scout Park			
7.	<p>PROJECT DESCRIPTION/LOCATION: (Include detailed project description and location, work to be performed, purpose and need of project; attach map)</p> <p>The proposed trail will link existing public sidewalks at the intersection of Broadwell Avenue and Capital Avenue to the Eagle Scout Park Trail to complete a pedestrian/bicycle transportation route north along Highway 281. Ashley Park, a popular park with a baseball field and picnic facilities, and the Hall County Veteran's Memorial Park, are located east and west respectively of the Broadwell/Capital intersection. The Veteran's Administration Medical Center, which has an extensive meandering sidewalk for pedestrians, is located southeast of the intersection.</p> <p>One of the greatest benefits of the proposed transportation route will be to provide access for pedestrians and bicyclists traveling from commercial and residential areas to the recently constructed Veteran's Athletic Complex ball fields. The four ball fields at the complex are already open and high use is expected, especially this first year. Over time, planned improvements at the complex include soccer fields and additional concession stands. This project significantly increases both pedestrian and bicycle traffic along this high traffic corridor.</p> <p>Broadwell Avenue does not currently have a pedestrian sidewalk at this location. Considerable highway improvements would be necessary to accommodate a sidewalk; the corridor is narrow and there is a deep drainage ditch on the west side.</p> <p>DESCRIBE HOW YOUR PROJECT RELATES TO TRANSPORTATION (AS DESCRIBED IN APPLICATION GUIDELINES): This project meets the "Bicycle and Pedestrian Facilities" eligibility requirements for the Transportation Enhancement program guidelines. This segment is a planned expansion of the City of Grand Island Parks and Recreation master plan and shown as a future segment in the City Trail Brochure. This trail will provide facilities for bicyclists and pedestrians seeking destinations to north Grand Island. This project will be an important link providing a safe alternative transportation option for frequent users of parks in west and north Grand Island. </p>			

8.	TOTAL ESTIMATED PROJECT COST: \$890,454	FEDERAL FUNDS REQUESTED: \$712,363	LOCAL FUNDS PROVIDED BY: City of Grand Island	PERCENTAGE OF MATCH: <i>(Minimum 20% of total)</i> 20%
9.	NAME & ORGANIZATION OF RESPONSIBLE CHARGE IDENTIFIED FOR PROJECT: Scott Griepenstroh, City of Grand Island Public Works			
10.	HAVE YOU RECEIVED TRANSPORTATION ENHANCEMENT FUNDS IN THE PAST? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST ALL PROJECTS FUNDED AND TOTAL DOLLARS RECEIVED: Beltline Trail - \$310,969.74 Shoemaker Trail - \$273,250.86 Riverway Trail - \$347,907.00 State Street and Capital Avenue Connector Trail (currently under design) - \$254,832 as per agreement			
11.	IDENTIFY IF THIS PROJECT IS PART OF A OFFICIAL PLANNING DOCUMENT: This portion of the Hike & Bike Transportation Route is included in the City's Comprehensive Trail Program and is shown as a segment in the City Trail Brochure. Capital Improvement Program funding is in the City's current One and Six Year Program to provide a match for the construction of this trail.			
12.	PUBLIC BENEFITS OF THIS PROJECT: <p>The Hike and Bike Trail transportation system in Grand Island is growing into a widely used recreation and transportation route. This segment has the potential to reduce vehicular traffic in this area and improve safety for pedestrians and bicyclists traveling to and from north Grand Island for services, recreation and community events.</p> <p>Hike and Bike Trail users will benefit from the expanded opportunity to exercise with the addition of this trail along this busy arterial streets. The National Survey of Recreation and the Environment reported that "Walking for pleasure" is rated as the number one recreational activity by 82% of respondents to a national survey. Increased personal care and health care savings are two identified public benefits to this project.</p> <p>Public trails have an economic benefit as well. Respondents to a 2002 Smart Growth Survey reported that "outdoor recreational opportunities are important to those buying a new home." Of the 2,000 respondents, 36% ranked jogging/bike trails as the highest ranking community amenity. (National Association of Realtors and National Association of Home Builders).</p> <p>This trail can improve quality of life in Grand Island by enhancing the valuable amenity of a community Hike/Bike Trail system. This project will contribute to the economic health of the community by enabling the City to link popular parks and will create more access to businesses to walking and/or biking customers. Other public benefit can be experienced through decreased vehicular traffic, which equates to less noise, energy conservation, and an increase in noise quality. In addition, pedestrians and bike traffic will have a safer transportation network that will reduce vehicle conflicts.</p>			
13.	THIS PROJECT IS SUPPORTED BY: City of Grand Island Public Works, Parks and Recreation and Community Development Grand Island Veteran's Home Hall County Parks Department Grand Island Track Club			

Attach the following required items:

- Budget (follow sample provided in Application Guidelines booklet)
- 8 ½ x 11 map - include aerial image, project location/alignment, north arrow, street names, beginning and ending points, other points of interest
- Resolution
- Preliminary Environmental Checklist
- Letters of Support (optional) including correspondence from your designated Responsible Charge Person (RC) that they are willing to assist with your project, if awarded funding

RESOLUTION 2011-247

WHEREAS, on June 10, 1996, by Resolution 96-188, the City of Grand Island approved and adopted the Parks and Recreation Comprehensive Development Plan, which included the development of a hike/bike trail system for the community; and

WHEREAS, it is the intention of the Public Works Department, Parks and Recreation Department, and Community Development to construct a hike/bike trail along the west side of Broadwell Avenue from Capital Avenue to Eagle Scout Park; and

WHEREAS, the City of Grand Island is requesting grant funding for such project, and

WHEREAS, if granted, assistance would be provided for 80% of the project costs, for a total of \$712,363.00; and

WHEREAS, the City of Grand Island, Nebraska has available a minimum of 20% for a total of \$178,091.00 of the project cost and has the financial ability to operate and maintain the completed facility in a safe and attractive manner for public use.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports the construction of the hike/bike trail, and further approved and authorized an application for assistance from the Transportation Enhancement Program for the purpose of constructing such trail.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G23

**#2011-248 - Approving Application for 2011 Transportation
Enhancement Program Grant for the Mormon Island Trail**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: September 13, 2011

Subject: Approving Application for 2011 Transportation Enhancement Program Grant for the Mormon Island Trail

Item #'s: G-23

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.

The final application for the TE Program Grant requires approval and support of the City of Grand Island through execution from the Mayor as authorized by the City Council.

Discussion

It is the intention of the Public Works Department, the Park and Recreation Department and Community Development to construct a hike/bike trail from the Riverway Trail along South Locust south across two channels of the Platte River and west into Mormon Island State Park. The Grand Island Recreational Trails brochure shows this trail as planned for future construction.

Total construction and engineering costs are estimated to be \$1,726,028. The Federal match (80%) will be \$1,380,822 and the City share (20%) will be \$345,206. This trail project is scheduled to for construction 2015 and 2016.

Alternatives

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

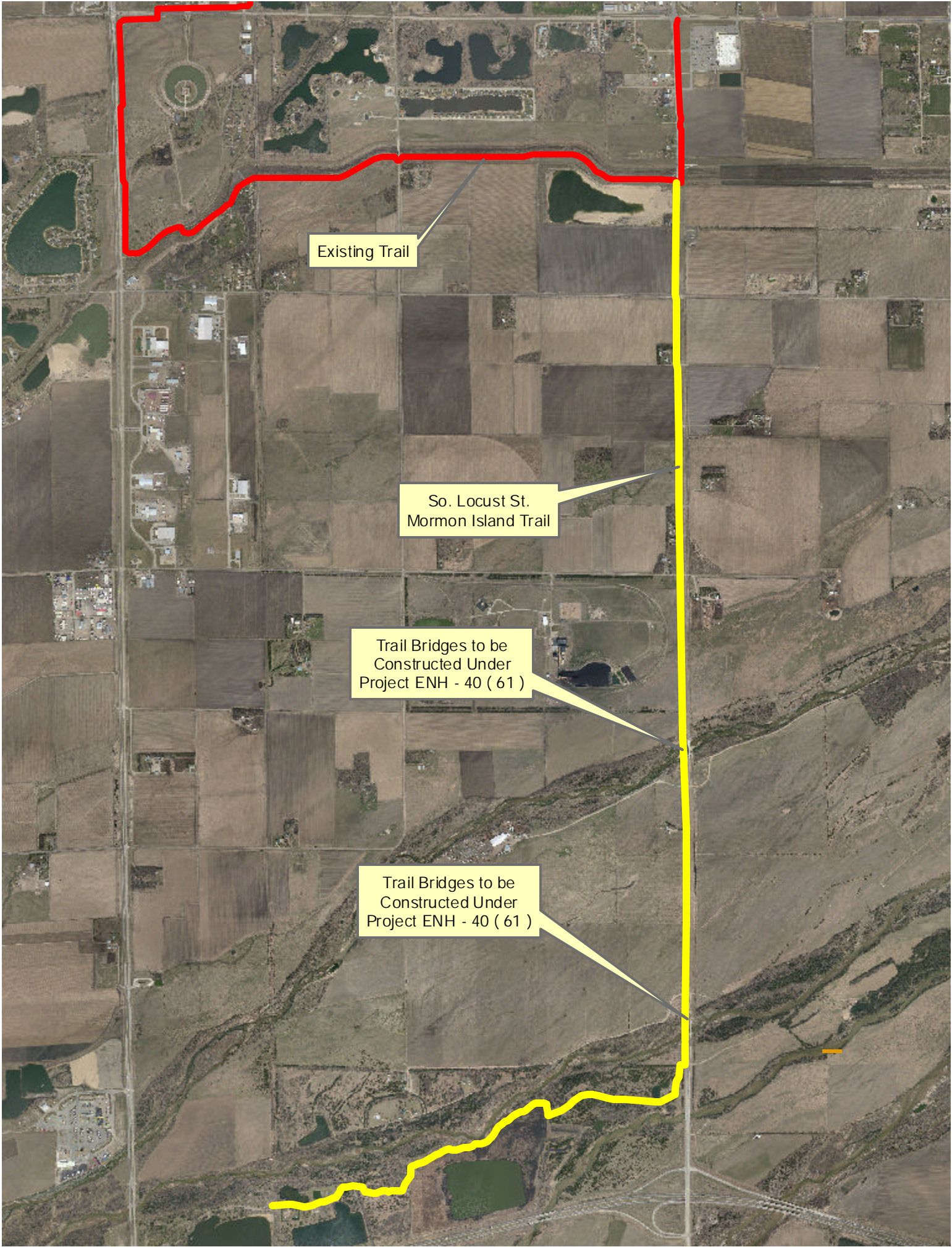
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution authorizing staff to apply for the grant.

Sample Motion

Move to approve the resolution authorizing Public Works Department staff to apply for the trail grant.



Existing Trail

So. Locust St.
Mormon Island Trail

Trail Bridges to be
Constructed Under
Project ENH - 40 (61)

Trail Bridges to be
Constructed Under
Project ENH - 40 (61)



FINAL

Transportation Enhancement Program Application Form Instructions

The following pages provide instructions for filling out the Final Transportation Enhancement Application Form. The Final Application is attached to these instructions and is intended to be completed **after** the Project Coordinator assigned to your project has conducted a site visit. It includes additional sections 10-13 not found on the draft application.

Please answer all questions directly on the form within the space provided, if possible. Attach any additional information you believe will more fully explain and support your proposed project or activity. However, attachments are limited to a total of 10 pages including the required attachments (maps, budgets and resolution) listed on Page 5. Letters of support (described in Item 13) and the Preliminary Environmental Checklist (described in Item 14) will not be included in the 10-page limit.

Additional information and assistance is available by contacting the Program Consultant, Sinclair Hille Architects, at dmckinstry@sinclairhille.com or (402)476-7331. Forms may be downloaded from www.transportation.nebraska.gov/trans-enhance/apply.htm.

- 1. Local Public Agency:** Provide information regarding the Local Public Agency (LPA) that will own and maintain the project. Attach a resolution (sample included) from the LPA showing support of the proposed project. A resolution must be submitted as a requirement for funding.
- 2. Contact Person:** Provide the name, address, daytime telephone number, and e-mail address of the person who is the main point of contact for this project.
- 3. Signature, Contact Person:** This is the person identified in Item 2 who will be responsible for the management and implementation of your proposed project.
- 4. Signature, Local Public Agency:** This is the mayor, chairperson or other head of the government agency listed in Item 1.
- 5. Project Type:** Check the box indicating your project category as shown below.

Trails

- Facilities for pedestrians and bicycles
- Safety and educational activities for pedestrians and bicyclists
- Preservation of abandoned railway corridors (including conversion and use as pedestrian / bicycle trails)

Historic Preservation

- Rehabilitation of historic transportation buildings, structures, or facilities (including historic railroad facilities)
- Archeological planning and research

Scenic or Historic Byways

- Acquisition of scenic easements and scenic or historic sites
- Scenic or historic highway programs (including tourist and welcome center facilities)
- Landscaping and other scenic beautification
- Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity
- Establishment of transportation museums

6. Project Name: Provide a name for the project.

7. Project Description / Location: Provide a detailed description of the proposed scope of work for this project. Include information on the specific items of work to be performed with the funds requested and the location of the project. For trail projects, describe the length, width, surface type, and beginning and ending points. For building projects, describe construction (existing vs. new), dimensions, purpose and need, etc. Explain how your project relates to surface transportation according to the Application Guidelines booklet.

Attach an 8 ½" x 11" map showing the project location. An aerial map that is clearly labeled with a north arrow, street names, beginning and ending points, as well as points of interest is preferred. For help on how to obtain an aerial image, contact the Program Consultant.

8. Project Cost: Provide the total cost of the project and the amount of federal funding you are requesting (up to 80% of total cost). Attach an itemized budget showing construction items, estimated unit costs, and estimated quantities. Preliminary engineering, right-of-way, construction inspection/testing, and Responsible Charge expenses are also eligible expenses. Please follow the sample budget provided in the Application Guidelines booklet. A list of non-participating items is available from the Program Consultant. The maximum amount of federal funding per project is recommended not to exceed \$1,000,000. (i.e. total project cost of \$1,250,000 = 80% federal (\$1,000,000) + 20% local (\$250,000).

Identify the percentage and source of matching local funds (minimum 20% cash match required).

9. Responsible Charge: Projects are required to have a Responsible Charge (RC) Person identified. This is a full-time public employee who will be in responsible charge of the project and have decision making authority in regards to the project. The RC must be qualified by NDOR. Please list who you have identified as your RC and what Local Public Agency they are with. Include correspondence that indicates the RC is aware of this potential project and is willing to assist with it, if funded. *Please note: RC's do not actually need to be involved directly with the project until after funding award.*

10. Previous Transportation Enhancement Projects

Check the box indicating whether you have received transportation enhancement funding in the past. If the answer is yes, please list the names and federal funding amounts received for each project.

11. Transportation / Community Plans

Please identify if this project is part of an official planning document.

12. Public Benefits

Describe how this project serves a public use and any potential economic and social benefits for the community or region. These may be benefits to health, economic development, or tourism. Also, please describe aesthetic, functional and safety impacts, as well as potential improvements to the quality of life.

13. Project Support

Provide the names of the LPA(s) who are in support of this project, as well as a resolution or meeting minutes from the LPA listed in Item #1. Also, please state the current level of support from the general public, other groups and organizations. Attach documentation from them affirming this support.

14. Preliminary Environmental Checklist

Impacts of projects can be both beneficial and adverse. Please complete the Preliminary Environmental Checklist and provide related remarks to the best of your ability. If your project is selected you will be responsible to hire a consultant to obtain necessary environmental clearances and permits.

APPLICATION SUBMITTAL – Send one completed Final Application via mail or email to:

Deana McKinstry
Sinclair Hille Architects
700 Q Street
Lincoln, NE 68508
dmckinstry@sinclairhille.com

Received by NDOR:

/ /

State of Nebraska
Department of Roads

Transportation Enhancement Improvement Request (FINAL)

1.	LOCAL PUBLIC AGENCY NAME: City of Grand Island		TYPE OF GOVERNMENT AGENCY (Check One): <input type="checkbox"/> Village <input type="checkbox"/> NRD <input checked="" type="checkbox"/> City <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other	
2.	CONTACT PERSON: Scott Gripenstroh		FAX NUMBER: 308-385-5488	
	MAILING ADDRESS: (Street) PO Box 1968	CITY: Grand Island	STATE: NE	ZIP: 68802
	DAYTIME PHONE: 308-385-5444 x265	E-MAIL: scottg@grand-island.com		
3.	CONTACT PERSON: (Print Name & Title) Scott Gripenstroh		SIGNATURE DATE:	
4.	LOCAL PUBLIC AGENCY: (Print Name & Title) Mayor Jay Vavricek		SIGNATURE DATE:	
5.	PROJECT TYPE: (Select One Category) <input checked="" type="checkbox"/> Trails <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Scenic or Historic Byways			
6.	PROJECT NAME: Mormon Island Trail			
7.	PROJECT DESCRIPTION/LOCATION: (Include detailed project description and location, work to be performed, purpose and need of project; attach map) <p>The proposed trail project will construct a 26,700' (5.05 mile) 10' wide concrete transportation route for bicyclists and pedestrians through the scenic Platte River valley south of Grand Island. This project will begin at the Riverway Trail along south Locust Street, extend south 3.26 miles while crossing two channels of the Platte River, then west 1.79 miles, and end on a paved roadway surface in Mormon Island State Park near the west lake.</p> <p>The portion along South Locust will be constructed in right-of-way acquired as part of the multi-year South Locust expansion project in anticipation of the public's desire for a south transportation route to significant recreational and camping locations. During the project, substructures for bridges constructed over the Platte River channels in 2001 were extended to accommodate girders and decking for trail bridges. Bridge design was completed and Project ENH-40(61) has been programmed for the construction of both trail bridges. Hundreds of trees and shrubs were planted under landscaping project STPE-2235(3), further enhancing the Grand Island South Locust route into and out of the city. The segment from Mormon Island State Park to South Locust will attract national and international interest to campers, pedestrians, bicyclists and nature enthusiasts. This trail will provide public access to the Wetlands site developed by the Nebraska Department of Roads, and will offer a unique opportunity for the public to observe wildlife and waterfowl in their natural habitat, including Sandhill Cranes during migration.</p> <p>It is assumed this project would be constructed in a two phase (two year) project.</p>			
	DESCRIBE HOW YOUR PROJECT RELATES TO TRANSPORTATION (AS DESCRIBED IN APPLICATION GUIDELINES): <p>This project meets the "Bicycle and Pedestrian Facilities" eligibility requirements for the Transportation Enhancement program guidelines. This segment is a planned expansion of the City of Grand Island Parks and Recreation master plan and shown as a future segment in the City Trail Brochure. This segment will reduce the risks of vehicular traffic to on-street bicyclists and provide hike/bike trail enthusiasts with a beautiful, scenic route to a destination with State Park facilities. This trail will improve safety for pedestrians and bicyclists desiring alternative transportation venues.</p>			

8.	TOTAL ESTIMATED PROJECT COST: \$1,726,028	FEDERAL FUNDS REQUESTED: \$1,380,822	LOCAL FUNDS PROVIDED BY: City of Grand Island	PERCENTAGE OF MATCH: <i>(Minimum 20% of total)</i> 20%
9.	NAME & ORGANIZATION OF RESPONSIBLE CHARGE IDENTIFIED FOR PROJECT: Scott Griepenstroh, City of Grand Island Public Works			
10.	HAVE YOU RECEIVED TRANSPORTATION ENHANCEMENT FUNDS IN THE PAST? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST ALL PROJECTS FUNDED AND TOTAL DOLLARS RECEIVED: Beltline Trail - \$310,969.74 Shoemaker Trail - \$273,250.86 Riverway Trail - \$347,907.00 State Street and Capital Avenue Connector Trail (currently under design) - \$254,832 as per agreement			
11.	IDENTIFY IF THIS PROJECT IS PART OF A OFFICIAL PLANNING DOCUMENT: This portion of the Hike & Bike Transportation Route is included in the City's Comprehensive Trail Program and is shown as a segment in the City Trail Brochure. Capital Improvement Program funding is in the City's current One and Six Year Program to provide a match for the construction of this trail.			
12.	PUBLIC BENEFITS OF THIS PROJECT: <p>The Hike and Bike Trail transportation system in Grand Island is growing into a widely used recreation and transportation route. This segment has the potential to reduce vehicular traffic in this area and improve safety for pedestrians and bicyclists traveling to and from north Grand Island for services, recreation and community events.</p> <p>Hike and Bike Trail users will benefit from the expanded opportunity to exercise with the addition of this trail along this busy arterial streets. The National Survey of Recreation and the Environment reported that "Walking for pleasure" is rated as the number one recreational activity by 82% of respondents to a national survey. Increased personal care and health care savings are two identified public benefits to this project.</p> <p>Public trails have an economic benefit as well. Respondents to a 2002 Smart Growth Survey reported that "outdoor recreational opportunities are important to those buying a new home." Of the 2,000 respondents, 36% ranked jogging/bike trails as the highest ranking community amenity. (National Association of Realtors and National Association of Home Builders).</p> <p>This trail can improve quality of life in Grand Island by enhancing the valuable amenity of a community Hike/Bike Trail system. This project will contribute to the economic health of the community by enabling the City to link to popular parks and the NDOR Wetlands site. Other public benefit can be experienced through decreased vehicular traffic, which equates to less noise, energy conservation, and an increase in noise quality. In addition, pedestrians and bike traffic will have a safer transportation network that will reduce vehicle conflicts.</p>			
13.	THIS PROJECT IS SUPPORTED BY: City of Grand Island Public Works, Parks and Recreation and Community Development Nebraska Game and Parks Commission Nebraska Department of Roads Environmental Section Grand Island Track Club			

Attach the following required items:

- Budget (follow sample provided in Application Guidelines booklet)
- 8 ½ x 11 map - include aerial image, project location/alignment, north arrow, street names, beginning and ending points, other points of interest
- Resolution
- Preliminary Environmental Checklist
- Letters of Support (optional) including correspondence from your designated Responsible Charge Person (RC) that they are willing to assist with your project, if awarded funding

RESOLUTION 2011-248

WHEREAS, on June 10, 1996, by Resolution 96-188, the City of Grand Island approved and adopted the Parks and Recreation Comprehensive Development Plan, which included the development of a hike/bike trail system for the community; and

WHEREAS, it is the intention of the Public Works Department, Parks and Recreation Department, and Community Development to construct a hike/bike trail from the Riverway Trail along South Locust south across two channels of the Platte River and west into Mormon Island State Park; and

WHEREAS, the City of Grand Island is requesting grant funding for such project, and

WHEREAS, if granted, assistance would be provided for 80% of the project costs, for a total of \$1,380,822; and

WHEREAS, the City of Grand Island, Nebraska has available a minimum of 20% for a total of \$345,206.00 of the project cost and has the financial ability to operate and maintain the completed facility in a safe and attractive manner for public use.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports the construction of the hike/bike trail, and further approved and authorized an application for assistance from the Transportation Enhancement Program for the purpose of constructing such trail.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G24

**#2011-249 - Approving Bid Award for the St. Joseph Trail
Reconstruction - 2011**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 13, 2011

Subject: Approving Bid Award for the St. Joseph Trail
Reconstruction - 2011

Item #'s: G-24

Presenter(s): John Collins, Public Works Director

Background

The location of work for the St. Joseph Trail reconstruction is along the west side of the St. Joseph Railroad from U.S. Highway 34 to Stolley Park Road. The current trail is asphalt and this project will allow the surface to be improved to concrete.

On August 16, 2011 the Engineering Division of the Public Works Department advertised for bids for the St. Joseph Trail Reconstruction - 2011 Project. There were ten (10) potential bidders for the project.

Discussion

Two (2) bids were received and opened on September 7, 2011. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bid is shown below.

Bidder	Exceptions	Total Bid
The Diamond Engineering Co., of Grand Island, NE	None	Alternate "A" Bid - \$134,441.25 Alternate "B" Bid - \$34,328.00 Total = \$168,769.25
Blessing Construction of Kearney, NE	None	Alternate "A" Bid - \$141,534.65 Alternate "B" Bid - \$37,267.00 Total = \$178,801.65

There are sufficient funds in Account No. 40044450-90031.

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 awarding a contract to The Diamond Engineering Co. of Grand Island, NE in the amount of \$168,769.25 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 7, 2011 at 2:00 p.m.
FOR: St. Joseph Trail Reconstruction - 2011
DEPARTMENT: Public Works
ESTIMATE: \$160,000.00
FUND/ACCOUNT: 40044450-90031/10033506-85351
PUBLICATION DATE: August 16, 2011
NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Blessing Construction</u> Kearney, NE
Bid Security:	Universal Surety Co.	Granite RE, Inc.
Exceptions:	None	None
Bid Price:		
Alternate A:	\$134,441.25	\$141,534.65
Alternate B:	<u>\$ 34,328.00</u>	<u>\$ 37,267.00</u>
Total Bid:	\$168,769.25	\$178,801.65

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Terry Brown, PW Eng. Ser. Mgr.

P1502

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **13th** day of **September, 2011** by and between **The Diamond Engineering Company**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **ST. JOSEPH TRAIL RECONSTRUCTION - 2011**; and

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

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

ARTICLE I. That the Contractor 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 contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED SIXTY NINE AND 25/1000 (\$168,769.25)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **ST. JOSEPH TRAIL RECONSTRUCTION - 2011**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall be completed no later than **JUNE 29, 2012**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. 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 a contract or subcontract, 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 subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. 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 VIII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE IX. Every public contractor and their subcontractors who are awarded a contract 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.

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. 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 XII. 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 Contract Agreement as of the date and year first above written.

Contractor :

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2011-249

WHEREAS, the City of Grand Island invited sealed bids for the St. Joseph Trail Reconstruction - 2011 Project, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 7, 2011 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, NE 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 \$168,769.25, and

WHEREAS, The Diamond Engineering Co.'s bid was below the engineering's estimate for the project; and

WHEREAS, funds are available in the Fiscal Year 2010/2011 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, NE in the amount of \$168,769.25 for the St. Joseph Trail Reconstruction - 2011 Project is hereby approved as the lowest responsible bid.

BE IT FUTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G25

#2011-250 - Approving Agreement for Temporary Construction Easement at the Southwest Corner of Capital Avenue and Sky Park Road (Procon Development Company, L.L.C.)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 13, 2011

Subject: Approving Agreement for Temporary Construction Easement at the Southwest Corner of Capital Avenue and Sky Park Road (Procon Development Company, L.L.C.)

Item #'s: G-25

Presenter(s): John Collins, Public Works Director

Background

Intersections along truck routes throughout the City weren't sized to properly accommodate semi truck traffic. Public Works Administration plans to address high truck traffic intersections by widening the radius of each corner.

Discussion

The first intersection to be addressed by Public Works Administration is Capital Avenue and Sky Park Road.

A temporary construction easement is required in the southwest corner of the intersection, which has been signed by the property owner. 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 Procon Development Company, L.L.C.

Sample Motion

Move to approve the Temporary Construction Easement.

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 Procon Development Company, L.L.C., owner, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to widen the turning radius on the southwest corner of the intersection at Capital Avenue and Sky Park Road, on or adjacent to property owned by Owner; 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 the northeast corner of Lot 55, Frank P. Bark's Subdivision No. 3, said point also being the intersection of the west line of Sky Park Road and the south line of Capital Avenue; thence southerly on the west line of Sky Park Road for a distance of 20'; thence north westerly on a line to a point on the south line of Capital Avenue, said point being 20' west of the northeast corner Lot 55, Frank P. Bark's Subdivision No. 3; thence easterly on the south line of Capital Avenue for a distance of 20' to the point of beginning containing 200 square feet, plus or minus;

to do such work as may be necessary or appropriate for the construction of the widening at the southwest corner of the intersection at Capital Avenue and Sky Park Road 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 the widening at the southwest corner of the intersection at Capital Avenue and Sky Park Road 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 _____, 2011

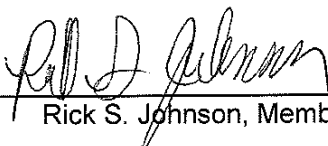
CITY OF GRAND ISLAND, NEBRASKA
Municipal Corporation

By _____

Procon Development Company, L.L.C.

By  _____
Russ J. Giesenhagen, Member

By  _____
K.C. Hehnke, Member

By  _____
Rick S. Johnson, Member

RESOLUTION 2011-250

WHEREAS, a temporary construction easement is required by the City of Grand Island, from Procon Development Company, L.L.C., to allow for the radius improvements at the Capital Avenue and Sky Park Road intersection, as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 55, FRANK P. BARK'S SUBDIVISION NO. 3, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF SKY PARK ROAD AND THE SOUTH LINE OF CAPITAL AVENUE; THENCE SOUTHERLY ON THE WEST LINE OF SKY PARK ROAD FOR A DISTANCE OF 20'; THENCE NORTH WESTERLY ON A LINE TO A POINT ON THE SOUTH LINE OF CAPITAL AVENUE, SAID POINT BEING 20' WEST OF THE NORTHEAST CORNER LOT 55, FRANK P. BARK'S SUBDIVISION NO. 3; THENCE EASTERLY ON THE SOUTH LINE OF CAPITAL AVENUE FOR A DISTANCE OF 20' TO THE POINT OF BEGINNING CONTAINING 200 SQUARE FEET, PLUS OR MINUS

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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G26

**#2011-251 - Approving Bid Award for the Southwest Drainage
2011-D-1 Project Pipe**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 13, 2011

Subject: Approving Bid Award for the Southwest Drainage 2011-D-1 Project Pipe

Item #'s: G-26

Presenter(s): John Collins, Public Works Director

Background

The Southwest Drainage project has been divided into three phases. Phase I will construct the drainage outlet to the Wood River and includes pipe installation and ditch improvements east of U.S. Highway 281. Phase II includes improvements on U.S. Highway 281 right-of-way and areas west of U.S. Highway 281. Phase III includes construction of a west detention cell as development occurs. With the Southwest Drainage outlet in place, the City of Grand Island will be able to modify the following storm drainage flow paths:

- Provide an outlet for the existing ditches located north and east of the Central Community College;
- Provide an outlet for U.S Highway 281 right-of-way and low lying areas adjacent to the highway;
- Divert the Brentwood Lake outlet flow from the Stolley Park storm sewer system to the proposed Southwest Drainage outlet;
- Modify the Case New Holland outlet to flow to the proposed Southwest Drainage outlet.

The Engineering Division is in the final stages of completing plans and acquiring both temporary and permanent easements. A bid package will be advertised next fiscal year for the actual project construction. The bid being presented to Council tonight is strictly for the pipe that will be used in the project and will be supplied to the contractor.

On August 16, 2011 the Engineering Division of the Public Works Department advertised for bids for the Southwest Drainage 2011-D-1 Project Pipe. There were two (2) potential bidders for this purchase.

Discussion

One (1) bid was received and opened on September 7, 2011. The bid was submitted in compliance with the specifications. A summary of the bid is shown below.

Bidder	Exceptions	Total Bid
Rinker Materials of Valley, NE	None	\$199,728.10

There are sufficient funds in Account No. 40033520-90018.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of project pipe for the Southwest Drainage Project No. 2011-D-1 from Rinker Materials of Valley, NE in the amount of \$199,728.10 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 7, 2011 at 2:15 p.m.

FOR: Southwest Drainage 2011-D-1 Project Pipe

DEPARTMENT: Public Works

ESTIMATE: \$296,000.00

FUND/ACCOUNT: 40033520-90018/40033520-90113/40033520-90017

PUBLICATION DATE: August 16, 2011

NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder: Rinker Materials
Valley, NE

Exceptions: None

Bid Price: \$199,728.10

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.

P1503

RESOLUTION 2011-251

WHEREAS, the City of Grand Island invited sealed bids for the Southwest Drainage 2011-D-1 Project Pipe, according to specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 7, 2011 bids were received, opened, and reviewed; and

WHEREAS, Rinker Materials of Valley, NE submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$199,728.10, and

WHEREAS, Rinker Materials's bid was below the engineering's estimate for the project; and

WHEREAS, funds are available in the Fiscal Year 2010/2011 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rinker Materials of Valley, NE in the amount of \$199,728.10 for the Southwest Drainage 2011-D-1 Project Pipe is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G27

**#2011-252 - Approving Water Main Extension Agreement with the
Union Pacific Railroad Company**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 13, 2011

Subject: Water Main Extension Agreement with the Union Pacific Railroad Company

Item #'s: G-27

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The former Nebraska Solvents Company operated a facility located at Stuhr Road and Highway 30 on property owned by the Union Pacific Railroad Company. The operation of that facility resulted in the release of tetrachloroethylene, commonly used in dry cleaning or as a degreaser, to the area groundwater. The tetrachloroethylene has now migrated several miles to the east into Merrick County, and contaminated private wells in several subdivisions around the Gunbarrel and Fort Kearney Road area. UP has enrolled in a voluntary remediation program administered by the Nebraska Department of Environmental Quality to develop a corrective plan. The remediation action being recommended is to replace the private wells in that area by extending the City's water system. The UP would reimburse the City for the engineering, material, and construction costs associated with that extension.

Discussion

The attached agreement was negotiated with the UP by staff from the City's Utilities and Legal Departments. The structure of the agreement is that the Utilities Department will proceed with the design and construction of the water main in accordance with their normal procedures and standards with reimbursement by the UP as costs are incurred. The UP is provided the following approval points in the process.

- Selection of design firm
- Completion of design and cost estimate
- Selection of installation contractor

Approval at these points by the UP is required for the project to continue. Upon completion of the project, the water mains become the property of the City and the

operation and maintenance are the responsibility of the City. Property owners in this area have six months after the installation of the mains to be connected at the expense of the UP, after which it will be done at the property owners' expense. Water usage will be paid by the property owners in accordance with the City's water rates.

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 Water Main Extension Agreement with the Union Pacific Railroad Company.

Sample Motion

Move to approve the Water Main Extension Agreement with the Union Pacific Railroad Company.

WATER MAIN EXTENSION AGREEMENT

THIS WATER MAIN EXTENSION AGREEMENT (this "Agreement") is entered into by and between Union Pacific Railroad Company, a Delaware corporation ("UP") and the City of Grand Island, Hall County, Nebraska, a political subdivision duly organized and existing under the Constitution and laws of the State of Nebraska (the "City"). The "Effective Date" of this Agreement shall be the date this Agreement is fully executed by the last of UP and the City to sign.

WITNESSETH:

WHEREAS, UP is the owner of certain real property located at 1200 Highway 30 East, Grand Island, Hall County, Nebraska (the "UP Property");

WHEREAS, elevated levels of hazardous substances are present in the groundwater beneath the residential properties near the UP Property, as depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Residences");

WHEREAS, UP has agreed to facilitate the extension of water mains as part of an environmental remedy approved by the Nebraska Department of Environmental Quality ("NDEQ") under RAPMA #36-336-4923 by providing funding to the City; and

WHEREAS, the City has agreed to extend its water mains to provide potable water to the Residences, subject to reimbursement from UP, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby grant, covenant and agree as of the Effective Date as follows:

1. Extension of Water Mains.

a. Designer. The City shall select a design firm with sufficient expertise and experience for the work contemplated herein. The design firm shall hold the appropriate licenses and/or certifications required by the State of Nebraska to perform such work. City's choice of any designer shall be subject to the approval of UP, which approval shall not be unreasonably withheld. If UP does not disapprove of City's selection of a designer within ten (10) days after the date UP receives City's notice of the same, City's choice shall be deemed approved by UP. UP anticipates that the contract with the designer will be on a fixed fee basis. Such contract shall be subject to UP's approval.

b. Submission of Plans. The City shall submit to UP the design, plans and specifications, including a cost estimate (the "Water Main Extension Cost Estimate"), for the extension of the water mains for UP's approval. UP shall provide its approval, or reasons for disapproval, of the Water Main Extension Plans within fifteen (15) days after receipt of the same from the City. If UP does not disapprove of City's selection of the plans within fifteen (15) days after the date UP receives City's notice of the same, City's plans shall be deemed approved by UP. The water main extension will be designed to provide potable water and fire protection supply to the Residences in accordance with Nebraska Health and Human Services and Grand Island Utilities Department standards and with good engineering practices for large municipal water distribution systems. The

trunk water main extension shall follow substantially the same route as identified on Exhibit "A", which route is anticipated to follow the existing City right of way. The City shall obtain UP's prior written approval before acquiring any additional property rights that may become necessary for the installation of the trunk water main extension.

c. Approved Plans. No significant deviation from the approved Water Main Extension Plans shall be permitted unless approval of such deviation is specifically agreed to in writing by UP. Notwithstanding anything to the contrary contained herein, UP's approval of any plans and specifications submitted by the City pursuant to this Section or otherwise is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that such plans and specifications comply with any applicable codes or requirements or that the water main extension is adequate for the purpose for which it is designed or installed. The City shall be solely responsible for the compliance of the design, plans and specifications and for the quality and structural integrity of any work completed by the City.

d. Contractor. The City shall select a contractor with sufficient expertise and experience for the work contemplated herein. The contractor shall hold the appropriate licenses and/or certifications required by the State of Nebraska to perform such work. City's choice of any contractor or subcontractor shall be subject to the approval of UP, which approval shall not be unreasonably withheld. If UP does not disapprove of City's selection of a contractor within ten (10) days after the date UP receives City's notice of the same, City's choice shall be deemed approved by UP. UP anticipates that the contract with the contractor will be on a fixed fee basis and will require contractor to carry liability insurance, in amounts and from an insurance company acceptable to the City and UP, listing the City and UP as additional insureds. Such contracts shall be subject to UP's approval.

e. Completion of Extension. Upon receipt of UP's approval of the Water Main Extension contractor, the City shall commence work to extend the water mains and shall work diligently on such extension until completion. The City shall use its best efforts to complete the work to extend the water mains so that the mains are operational on or before November 1, 2012. The work contemplated hereunder shall be performed in a first-class, good and workmanlike manner.

f. Reimbursement. UP shall reimburse City for reasonable costs paid by the City to the design firm and contractor for the design and construction of the water main extension. UP shall reimburse any administrative or management costs incurred internally by the City. Reimbursement shall be made to the City within thirty (30) days after UP's receipt of an invoice from the City documenting the actual costs paid by the City; provided, however, progress payments shall not exceed the amounts on the schedule set forth below:

i.	Designer selected	50% of design fee
ii.	UP approval of plans	50% of design fee
iii.	Construction	Progress Payments (amounts not to exceed percentage of completed construction)

Progress payments shall be made no more frequently than once every thirty (30) days. In the event the costs of the work exceed the initial fixed price amount of the contract, UP shall have the right to approve such additional costs.

g. Indemnity. City shall indemnify, defend and hold UP, its officers, employees and agents harmless from and against (i) any and all liabilities, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments for personal injury to any person or persons (including, without limitation, any employee of City or City's contractor or subcontractors), or any damage to any property arising from or in any manner connected with the completion of the work contemplated herein, and (ii) from and against all legal costs and charges, including attorneys' fees, incurred in connection with any such matters and the defense of any action arising out of the same. Except for UP's obligations to reimburse City for payments made to the design firm and contractor as provided above, City, for its self and its officers, employees, agents, licensees, contractors or invitees, hereby releases and discharges UP, its officers, employees and agents, from and against any and all claims arising out of City's completion of the work. The indemnity and release in this Section shall survive the expiration or termination of this Agreement.

2. Extension of Service Lines. UP anticipates that it will offer the owners of the Residences the opportunity to connect to the City's trunk water main at UP's cost and expense on terms proposed by UP; provided that such owners agree to connect to the water main within six (6) months after completion of the water main extension. City agrees to waive any and all tap or other connection fees for the connection of the Residences to the water main extension within such six (6) month period. After the expiration of such six (6) month period, UP expects to have no further responsibility of any kind for any connections between any Residences and the water main, and any connection to the water main extension shall be at the homeowner's expense. The terms of agreement between UP and the owners of the Residences with regard to connection to the water main shall be made pursuant to separate contracts, copies of which shall be provided to City for purposes of confirming the tap or other connection fee waiver. If UP should pay for the connection of the Residences that choose to connect within the six (6) month period, UP would pay for connection only and shall in no way be responsible for any ongoing maintenance, repairs, replacements or any water services charges for such Residences.

3. Ownership and Maintenance.

a. Ownership. City shall be the sole owner of the newly constructed water main and all associated equipment and improvements, including, but not limited to, pipes, fire hydrants, all valves, thrust restraints, and all appurtenances (the "Water Line"). UP does not have nor will it have an ownership interest in any portion of the newly constructed water main. UP's responsibilities under this agreement are limited only to reimbursement of the City's costs for design and installation of the water main extension as specifically set forth herein.

b. Operation and Maintenance. City shall, at City's sole cost and expense, perform all operation and maintenance of the Water Line. These tasks may include, but are not limited to, pipe flushing, chlorination, pressure regulation, pressure testing, replacement and repairs.

c. Water Use Charges. Collection of any fees and water use charges shall be the responsibility of the City. UP will not act as an agent for the City in the collection of any fees from residents.

4. Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to UP: Union Pacific Railroad Company
1400 Douglas Street – Stop 1030
Omaha, NE 68179
Attn: Jeff McDermott
Telephone: (402) 544-3675

If to the City: The City of Grand Island
100 East First Street
Grand Island, NE 68801
Attn: Tim Luchsinger, Utilities Director
Telephone: (308) 385-5444 X280

5. Miscellaneous.

a. Recitals. The Recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

b. Choice of Law. This Agreement shall be governed by the laws of the State of Nebraska.

c. Severability. In the event that any of the provisions of this Agreement, or portions or applications hereof are held to be unenforceable for any reason, or shall be held by any court or competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall remain in full force and effect.

d. Amendment. This Agreement may not be modified or omitted except by an instrument in writing signed by both parties.

e. Counterparts. This Agreement may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and the signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement. As to the parties, it may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

g. No Waiver. Acceptance may be expressly provided; otherwise in this Agreement, no failure on the part of either party or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder or thereunder shall operate as a waiver thereof; nor shall any single or partial exercise for either party or any of its agents have any right, power or remedy hereunder or thereunder preclude any other or future exercise thereof with the exercise of any other right, power or remedy.

h. Representation on Authority of Parties/Signatories. Each party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the parties. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such parties' obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereby affirm this Conveyance and Indemnification Agreement as their true act and deed as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Name: _____

Title: _____

Date: _____, 2011

THE CITY OF GRAND ISLAND, HALL
COUNTY, NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____, 2011

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____ as _____ of Union
Pacific Railroad Company.

Notary Public

My Commission expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

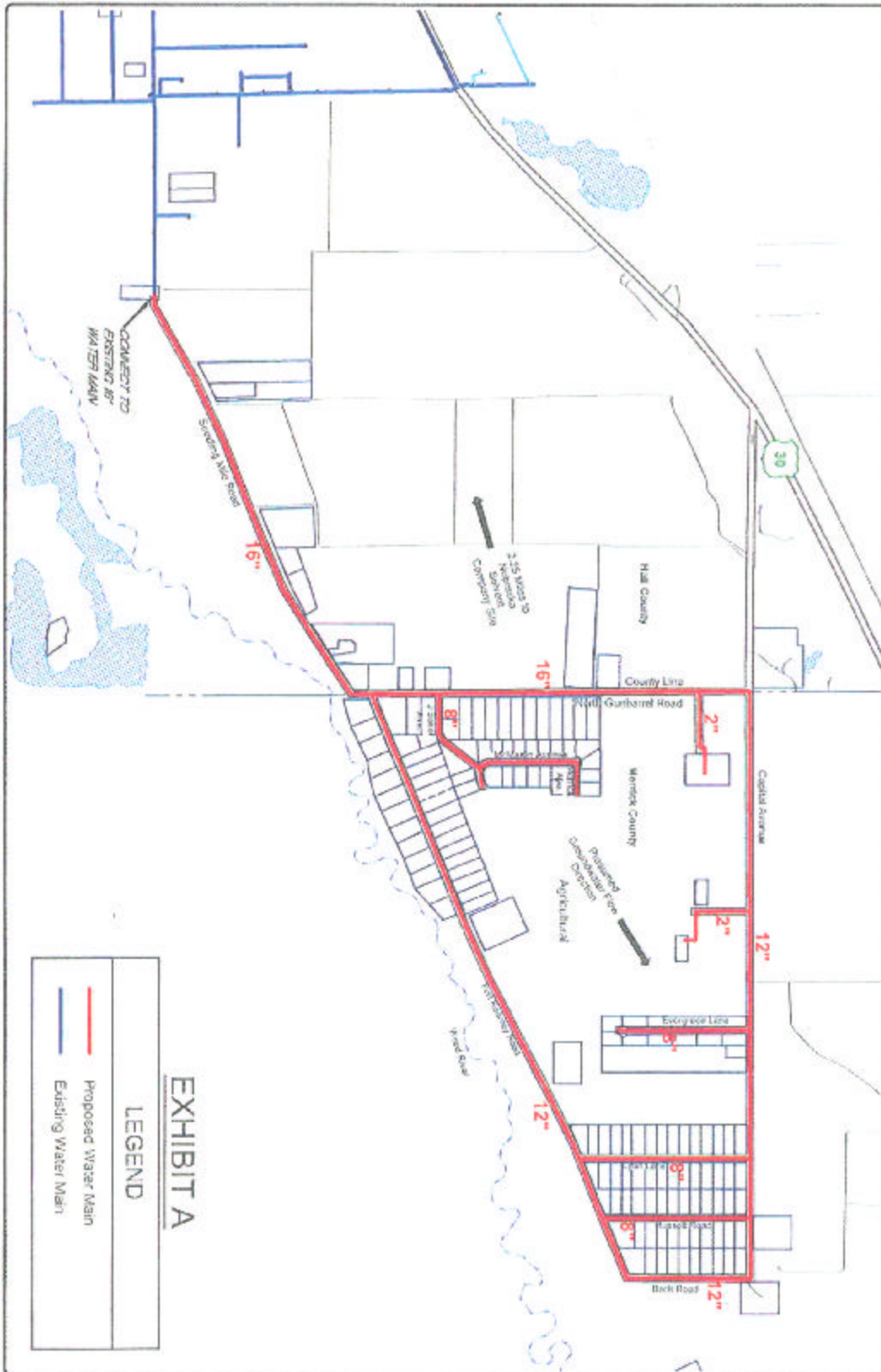
The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____ as _____
of the City of Grand Island, Hall County, Nebraska.

Notary Public

My Commission expires: _____

EXHIBIT "A"

**DEPICTION/DESCRIPTION OF RESIDENCES
AND PUBLIC RIGHT-OF-WAY**



LEGEND	
—	Proposed Water Main
—	Existing Water Main

<p>Scale: 1" = 100'</p> <p>North Arrow</p> <p>Sheet: 1 of 1</p>	<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2-9-11</td> <td>Issue A</td> </tr> <tr> <td>2</td> <td>4-19-11</td> <td>General Revision</td> </tr> </tbody> </table>	REVISIONS			No.	Date	Description	1	2-9-11	Issue A	2	4-19-11	General Revision	<p align="center">NEBRASKA SOLVENT COMPANY</p> <p align="center">WATER MAIN EXTENSION</p> <p align="center">♦ Grand Island, Nebraska ♦</p> <p align="center">02-02-11</p>	<p>Foth Foth Infrastructure & Environment, LLC Foth Infrastructure & Environment, LLC 2514 South 167th Street • Suite 210 West Allis, WI 53221 Phone: (414) 336-7900 • Fax: (414) 336-7901</p> <p>100% BY THE CLIENT</p> <p><small>This document is the property of Foth Infrastructure & Environment, LLC. It is to be used only for the project and location specified. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Foth Infrastructure & Environment, LLC.</small></p>
REVISIONS															
No.	Date	Description													
1	2-9-11	Issue A													
2	4-19-11	General Revision													

RESOLUTION 2011-252

WHEREAS, the former Nebraska Solvents Company operated a facility located at Stuhr Road and Highway 30 on property now owned by the Union Pacific Railroad Company; and

WHEREAS, the operation of that facility resulted in the release of tetrachloroethylene to the area groundwater; and

WHEREAS, the tetrachloroethylene has now migrated several miles to the east into Merrick County and contaminated private wells in several subdivisions around the Gunbarrel and Ft. Kearney Road area, and

WHEREAS, Union Pacific Railroad has enrolled in a voluntary remediation program administered by the Nebraska Department of Environmental Quality to develop a corrective plan; and

WHEREAS, the remediation action being recommended is to replace the private wells in that area by extending the City's water system; and

WHEREAS, the Railroad would reimburse the City for the engineering, material, and construction costs associated with that extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Water Main Extension Agreement with the Union Pacific Railroad Company, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G28

**#2011-253 - Approving 2011-2012 Victims of Crime Act (VOCA)
Grant**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Captain Pete Kortum, Police Department
Meeting: September 13, 2011
Subject: Fiscal 2011-2012 VOCA Grant Award
Item #'s: G-28
Presenter(s): Captain Pete Kortum, Police Department

Background

This grant award represents the ninth year that the Grand Island Police Department has operated a Victim's Unit.

The Grand Island Police Department has been awarded a 2011 Victims of Crime Act (VOCA) Grant in the amount of \$46,110.00 from the Nebraska Commission on Law Enforcement and Criminal Justice. The city and county share the match (cash and in-kind) for this grant in the amount of \$18,073.00. The program period for this grant is from 10-1-11 through 9-30-12.

Discussion

Council approved the grant application on April 12, 2011. A requirement for acceptance of the grant is that the grant award and special conditions document is signed by the Mayor. The Grand Island Police Department is requesting that the listed grant award be signed for acceptance of the award.

Alternatives

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

1. Approve the award and accept the VOCA grant funds.
2. Direct the police department to reject the grant award.

Recommendation

City Administration recommends that the Council approve the award and accept the 2011 VOCA grant funding in the amount of \$46,110.00.

Sample Motion

Move to approve the award and accept the 2011 Victims of Crime Act grant funding for fiscal year 2012.

RESOLUTION 2011-253

WHEREAS, on April 12, 2011 council approved the City's application for a 2011 Victims of Crimes Act (VOCA) grant; and

WHEREAS, the Police Department of the City of Grand Island received notification that it will receive a 2011 Victims of Crime Act (VOCA) grant in the amount of \$46,110.00 from the Nebraska Commission on Law Enforcement and Criminal Justice; and

WHEREAS, in acceptance of the grant, the City of Grand Island and Hall County share the match for this grant in the amount of \$18,073.00; and

WHEREAS, the amount awarded is to be used by the Grand Island Police Department in accordance with criteria established by the grant program; and

WHEREAS, the Mayor of the City of Grand Island is required to sign the grant in acceptance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant funds awarded to the Police Department of the City of Grand Island in the amount of \$46,110.00 through the Nebraska Commission on Law Enforcement and Criminal Justice is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G29

**#2011-254 - Approving Contract with The Grand Island
Independent for Newspaper Advertisement**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 13, 2011

Subject: Approving Contract with Grand Island Independent for Newspaper Advertising

Item #'s: G-29

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island entered into a contract last year with the Grand Island Independent for newspaper advertising. That contract covered advertising for all departments in the City. Advertising that falls under the heading of “legals” is handled separately as that rate is defined by State bid.

Discussion

Last year’s contract was for a commitment of \$20,000 of advertising, The City has exceeded that amount and therefore it seems prudent to increase the amount of the contract to take advantage of the best pricing possible. The contract being proposed this year is for a \$30,000 commitment. This amount is conservative and falls below our current usage. However, should different avenues be used for advertising or a cutback in spending occur, we should still meet our obligation.

As this contract exceeds \$20,000, per the City procurement rules a RFP was advertised and one proposal was submitted. The Grand Island Independent is our only local daily paper and the only vendor that has presented a proposal to the City and as such, I would recommend that the City Council approve them as the sole source for our local newspaper advertising so that we don’t go out for and RFP every year. The City does use other local weekly papers and this would not prohibit that practice.

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

I recommend that the advertising contract with the Grand Island Independent be approved and that they be approved as the sole source vendor.

Sample Motion

Move to approve the advertising contract with the Grand Island Independent and approve as a sole source vendor.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
LOCAL DAILY NEWSPRINT ADVERTISING**

RFP DUE DATE: August 15, 2011 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: July 28, 2011

NO. POTENTIAL BIDDERS: 1

SUMMARY OF PROPOSALS RECEIVED

The Grand Island Independent
Grand Island, NE

cc: Brenda Sutherland, Human Resources Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Amy Hall, HR Specialist

P1493



Advertising Contract

This agreement is made between The Grand Island Independent, hereinafter referred to as the Publisher, and City of Grand Island, hereinafter referred to as the advertiser.

Provisions:

This contract is an annual dollar volume agreement based on the advertiser's total planned investment with the Publisher and shall be in effect September 1st, 2011 through August 31st, 2012. The advertising rates assigned to the volume levels will be consistent with rates published in the most current Rate Card. The provisions of this contract shall consist of (1) the declarations of the agreement contained in this document and (2) the current Advertising Rate Card of The Grand Island Independent, which includes the Publisher's policies. The Publisher additionally stipulates that an advertiser bears full responsibility for the payment of all advertising charges.

Declarations:

1. In consideration of the Advertiser's agreement to invest \$30,000.00 annually with The Grand Island Independent, the Advertiser will earn the column inch rates according to the current rate card.
2. In the event the Advertiser does not fulfill the dollar volume agreement, the Publisher will invoice the Advertiser for the difference between the rate billed and the rate earned on the inches that have been published.
3. This agreement may be cancelled by either party by providing a 30 day written notice. In the event the contract is terminated prior to fulfillment, the earned rates will be applied to the published inches.
4. Payment is due the 25th of the month following publication or services.
5. Additional contract entitlements:

Classified: Daily \$11.70 Sunday \$11.87

Retail: Daily \$15.16 Sunday \$16.01

The above rates will be in effect until the end of the contract August 31, 2012

Authorization:

The terms and conditions of the agreement are hereby ratified and placed into force as agreed upon.

City of Grand Island Account #10022599
Business Name 10022600
10040900; 10043666; 10022601; 10023400
10039075; 10040440; 10043675; 10040925

Paul Frombgen
The Independent Representative

Date

Authorized Signature

Date

The Independent Advertising Director

RESOLUTION 2011-254

WHEREAS, the City of Grand Island has advertised a request for proposals for newspaper advertising; and

WHEREAS, the Grand Island Independent presented the sole proposal ; and

WHEREAS, it is requested that the Grand Island Independent be considered the sole source vendor for local newspaper advertising; and

WHEREAS, the rates listed in the contract will remain in effect from September 1, 2011 until the end of the contract on August 31, 2012,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the aforementioned contract with the Grand Island Independent and the Grand Island Independent be considered the sole source for newspaper advertising.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G30

**#2011-255 - Approving Annual Renewal for Health and Dental
Contract with Regional Care, Inc (RCI)**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 13, 2011

Subject: Approving Health Insurance Renewal with Regional Care, Inc.

Item #'s: G-30

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City manages a general insurance fund within which the Worker's Comp., General Insurance, and Health Insurance are contained. As part of our continuous effort to manage the fund in the combined best interest of the City and its employees, we continually look for ways to provide a meaningful benefit at the best possible price. The changes being proposed in this annual renewal are a direct reflection of our commitment to sustainability.

The Health and dental benefits have an October 1 renewal to coincide with the fiscal year. The renewal being brought forward will continue with RCI as the third party administrator for the health plan and Delta Dental as the administrator of the dental plan.

Discussion

The budget that was recently adopted by Council did not include an increase in the amount budgeted for health and dental insurance. The contract being brought forward for Council approval is showing a slight decrease in the overall fixed costs for the plan. While the cost of the transplant policy is increasing, the reinsurance costs have gone down for an overall decrease of just over 1%. There are three plan changes that are being recommended. The addition of Midlands Choice Premier Network will enable the City greater discounts in the network. The next is the addition of a contract with Dialysis PPO. This plan change will add language to the plan document for the PPO rates that will be paid for dialysis treatment. Dialysis PPO is compensated based on 15% of the savings they obtain through the new pricing. The PPO will reprice claims to be paid at 125% of Medicare allowable charges. The plan language is proprietary until a contract is signed and available through the City Clerk's office for Council members only. Adding the

Dialysis PPO contract will eliminate lasers for employees currently on dialysis. If the Council chooses not to contract with Dialysis PPO there will be a laser(s) added to the plan for 2011/2012. Currently the City has an agreement with multi plan that is similar in that we pay 16% of the savings negotiated by them when we have to move out of our regular network and access other providers. The third plan change is a minor one for the dental plan. Currently there is no orthodontic coverage on the City's dental plan. The next recommended change would be to add a \$100 lifetime maximum for orthodontic services for children up to the age of 19. This does not offer much in the way of a direct benefit to the employee through shared reimbursement. It does however open up the door to PPO discounts lowering the out of pocket expenses for the employee. We felt this was a way to assist our employees with discount savings without driving costs in the plan.

The issue before Council is a fairly routine annual renewal of contracts to provide health insurance benefits for employees at the City of Grand Island. Recommendation is made to renew contracts with the following vendors: Regional Care, Incorporated, Strong Financial, Monumental Life Insurance Company/ EBU, Dialysis PPO, Midlands Choice Premier and National Union Fire Insurance Company of Pittsburgh, PA.

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 annual renewal of insurance contracts to provide health and dental insurance benefits to City employees.

Sample Motion

Move to approve recommended changes and annual renewal of health and dental insurance contracts.

Administrative Service Agreement

Addendum to EXHIBIT A

October 1, 2011 – September 30, 2012

Monthly Service Fee

A monthly Service Fee per Employee Participant will be charged as follows:

Medical Administration	\$ 12.00
COBRA/HIPAA	\$ 1.00
Utilization Review/Pre-certification	\$ 2.00
Network Access Fee (Midland's Choice)	\$ 5.00
National Network Access Fee (MultiPlan)	16% of Savings effective 10/1/2010
Dialysis PPO – Dialysis Repricing	15% (10% to Dialysis PPO, 5% to RCI)
Broker Fee – Payable to Strong Financial	\$1500.00 per Month

****Regional Care, Inc. has agreed to three (3) year Administrative Rate Guarantee (exp. 10/1/2012)****

When covered services are performed out of network, discounts for these services may be negotiated through other existing networks (including the RCI network). In the event no other network(s) can be accessed such claims may also be directly negotiated by RCI. In either circumstance the fee for accessing other networks or directly negotiating discounts will be based on each respective network's access fee or 25% of savings, whichever is less.

These fees cover the cost of the following services:

Invoicing and fund accounting of plan claims
Record keeping and invoicing of fixed costs
Benefit administration
Correspondence, record keeping, documentation
Reporting on claims and financial reports relative to the Plan
Routine assistance to Plan sponsor
COBRA and HIPAA administration as identified in Agreement.
Issuing 1099's to providers
Inpatient Utilization Review conducted by Regional Care, Inc.
Pre-admission, Concurrent, Retrospective Review
Large Case Management Referral

Costs Not Covered Under Monthly Fee

Cost of insurance/stop-loss coverage.
Actuarial review of Plan/Plan audit/legal expense
Large Case Management Fees
Dispensing fees charged by prescription drug card plans.
Costs associated with restating Plan and related documents after the initial Plan set-up.

Reinsurance Rates Effective 10/01/2011

Specific Single	\$26.53*	Single Transplant Premium:	\$ 6.42*
Specific Single + Spouse or + Child (ren)	\$48.88*	Family Transplant Premium:	\$14.78*
Specific Family	\$72.44*	Composite Aggregate Premium:	\$ 2.17*

***Rates are NET of Commissions**

For City of Grand Island - Mayor
Date

For City of Grand Island - Attorney
Date

For Regional Care, Inc.
Date

For City of Grand Island - Clerk
Date

Monumental Life Insurance Company

A Stock Company

Administrative Office: 100 LaCosta Lane, Suite 120, Daytona Beach, FL 32114

Phone: (386)274-2600

Monumental Life Insurance Company, ("the Company"), agrees to reimburse the Insured as outlined under the provisions of this Excess Loss Insurance policy ("Policy").

This Policy is legally binding between the Insured and the Company. The consideration for this Policy includes, but is not limited to, the Application and the Payment of premiums as provided hereinafter.

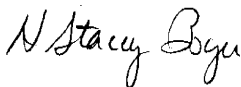
The Insured is entitled to the reimbursement described in this Policy if the Insured is eligible for insurance under the provisions of this Policy. Reimbursement is subject to the terms and conditions of this Policy.

The first premium is due on the first (1st) day of the Policy Period. Subsequent monthly premiums are due on the first (1st) day of each month thereafter. The premium is not considered paid until the premium payment is received by the Company.

All periods of coverage will begin and end 12:01 a.m. local time at the principal office of the Insured.

This Policy is delivered in and is governed by the laws of the state of issue.

IN WITNESS WHEREOF the Company has caused this Policy to be executed by its President and Secretary at our Home Office in Cedar Rapids, Iowa.



Secretary



President

EXCESS LOSS INSURANCE POLICY

SL40CNE (3/07)

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MONUMENTAL LIFE INSURANCE COMPANY

Administrative Office: 100 LaCosta Lane, Suite 120, Daytona Beach, FL 32114

Phone: (386)274-2600

SCHEDULE OF EXCESS LOSS COVERAGE

This Schedule of Excess Loss Coverage is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Insured: _____ Policy Number: _____ Effective Date: _____

Coverage specified herein is applicable only during the Policy Period from _____ to _____,

and is further subject to all terms and conditions of this Policy.

Actively at Work/Disability requirement. ☐ Applied ☐ Waived with Approved Disclosure

The Actively at Work/Disability requirement is explained in the definition of "Covered Person" in the Definitions Section.

SPECIFIC EXCESS LOSS INSURANCE ☐ Yes ☐ No

Benefit Period: Covered Expenses Incurred from _____ through _____ and Paid from _____ through _____

; however, if the Policy is terminated before the end of the originally scheduled Policy Period set forth above,

Covered Expenses must be Incurred from _____ through the termination date and Paid from _____ through the termination date to be eligible for reimbursement.

Covered Expenses Incurred from _____ through _____ will be limited to \$ _____

per ☐ Covered Person ☐ Family

Specific Deductible ☐ Per Covered Person ☐ Per family \$ _____ Specific Percentage Reimbursable _____

Maximum Specific Benefit ☐ per Covered Person ☐ per family (including Specific Deductible):

☐ \$500,000 ☐ \$1,000,000 ☐ \$2,000,000 ☒ Other \$ _____ for the Benefit Period described above; no lifetime maximum.

Specific Excess Loss Insurance includes:

☐ Medical only ☐ Medical with Stand Alone Prescription Drug Program

Common Accident Provision: ☐ Yes ☐ No

Common Accident means if more than one Covered Person in the same immediate family incurs Covered Expenses as a result of the same accident, the Specific Deductible will be applied only once to all Covered Expenses Paid because of that accident for all Covered Person in the family during the same Benefit Period.

Specific Premium Per Month	
Covered Units	Rates
	\$
	\$
	\$
	\$

AGGREGATE EXCESS LOSS INSURANCE ☐ Yes ☐ No

Benefit Period: Covered Expenses Incurred from _____ through _____,

and Paid from _____ through _____; however, if the Policy is terminated before the end of the originally scheduled Policy Period set forth above, no reimbursement will be made under Aggregate Excess Loss Insurance.

Losses Incurred prior to the Effective Date will be limited to \$ _____.

Aggregate Excess Loss Insurance includes:

☐ Medical only ☐ Medical with Stand Alone Prescription Drug Program

☐ Dental Care ☐ Weekly (Disability) Income

☐ Vision Care ☐ Other _____

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Aggregate Percentage Reimbursable _____ %

Maximum Aggregate Benefit: \$ _____

Minimum Annual Aggregate Deductible: \$ _____ or _____ % of the first Monthly Aggregate Deductible amount times 12, whichever is greater.

Loss Limit Per Covered Person: \$ _____

Monthly Aggregate Factors			
Covered Units	Medical	Prescription Drug	Dental
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Aggregate Excess Loss Premium ☐ per Covered Unit per month ☐ annual \$ _____.

SPECIAL CONDITIONS:

ENDORSEMENTS ATTACHED TO AND MADE PART OF POLICY AT EFFECTIVE DATE:

- | | | PREMIUM |
|---|--|----------|
| (a) AGGREGATE ACCOMMODATION ENDORSEMENT: | <input type="checkbox"/> YES <input type="checkbox"/> NO | \$ _____ |
| (b) AGGREGATE TERMINAL LIABILITY ENDORSEMENT: | <input type="checkbox"/> YES <input type="checkbox"/> NO | \$ _____ |
| (c) AGGREGATING SPECIFIC DEDUCTIBLE ENDORSEMENT | <input type="checkbox"/> YES <input type="checkbox"/> NO | \$ _____ |
| (d) SPECIFIC EXPEDITED REIMBURSEMENT ENDORSEMENT: | <input type="checkbox"/> YES <input type="checkbox"/> NO | \$ _____ |
| (e) SPECIFIC TERMINAL LIABILITY ENDORSEMENT: | <input type="checkbox"/> YES <input type="checkbox"/> NO | \$ _____ |
| (f) OTHER _____ | <input type="checkbox"/> YES <input type="checkbox"/> NO | \$ _____ |

ACCEPTED BY THE INSURED THIS _____ DAY OF _____, 20_____

Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

DEFINITIONS

ACTIVELY AT WORK means the performance of all the regular duties of employment by the Covered Employee for the Insured on a full-time basis (as specified in the Plan Document), at normal pay at the Covered Employee's normal place of business. An employee will be considered Actively at Work on each day of a regular paid vacation or a regular non-working day on which he or she is not disabled, if he or she was Actively at Work on his or her last scheduled work day.

AGGREGATE PERCENTAGE REIMBURSABLE is set forth in the Schedule of Excess Loss Coverage.

ANNUAL AGGREGATE DEDUCTIBLE for any one Policy Period means the greater of: (a) sum of the Monthly Aggregate Deductibles; or (b) the Minimum Annual Aggregate Deductible.

BENEFIT PERIOD means the period of time specified in the Schedule of Excess Loss Coverage in which a Covered Expense must be Incurred by the Covered Person and Paid by the Plan to be eligible for reimbursement under this Policy. This period does not alter the Effective Date, Policy Period, or waive this Policy's eligibility requirements.

COVERED EMPLOYEE means an employee of the Insured who is eligible for coverage under the Plan, and is otherwise eligible for benefits under the Plan and covered under the Plan. If the Insured is an organization whose members or employees of members are eligible for coverage under the Plan, "Covered Employee" means a member or employee of a member who is eligible for coverage under the Plan, and is otherwise eligible for benefits under the Plan and covered under the Plan.

COVERED EXPENSE means medical or other expenses under the Plan to which this Policy applies, as shown in the Schedule of Excess Loss Coverage, and which are not specifically excluded by the terms of this Policy. Covered Expense does not include any payment for the cost of administering the Plan or other Insured contracted services.

This Policy will reimburse, as a Covered Expense, the patient services tax as imposed by the New York Care Reform Act of 1996 (HCRA) or the surcharge imposed by the Massachusetts Uncompensated Care Pool. Any other tax or surcharge levied by any state or other governmental subdivision will not be considered a Covered Expense under this Policy.

COVERED PERSON means (a) a Covered Employee, (b) a dependent of a Covered Employee which dependent is eligible for coverage under the Plan, and is otherwise eligible for benefits under the Plan and covered under the Plan, or (c) if requested in the application, a covered retired employee as defined by the Plan Document; however, unless the Actively at Work/Disability requirement is waived as shown on the Schedule of Excess Loss Coverage, a Covered Person does not include:

- (1) any Covered Employee who is not Actively at Work either on the Effective Date or the effective date of his or her coverage under the Plan, whichever is later, or eligible dependents of such Covered Employee, until the Covered Employee returns to Actively at Work status; or
- (2) any dependent of a Covered Employee if such dependent is, on the Effective Date or the effective date of his or her coverage under the Plan, whichever is later, either hospital-confined or unable to perform the normal activities of a person of like sex and age in good health, until the end of such confinement or disability.

Waiver of the Actively at Work/Disability requirement does not affect the obligation of the Insured and the Third Party Administrator to disclose information requested by the Company for underwriting purposes and does not affect the Company's rights in event of failure to disclose such information.

COVERED UNIT means the following: (a) an employee covered as one individual under the Plan; (b) an employee and dependents covered under the Plan; or (c) such other defined unit or units as agreed upon between the Company and Insured. The types of Covered Units and the factors and premium rates for each type are shown in the Schedule of Excess Loss Coverage.

EFFECTIVE DATE is the date set forth in the Schedule of Excess Loss Coverage.

EMPLOYEE BENEFIT PLAN (Also known as the **PLAN**) means the self-funded health care plan established by the Insured to provide certain benefits to Covered Persons.

DEF-1

INCURRED means with respect to medical services or supplies, the date on which the services are rendered or supplies are purchased by the Covered Person; and, with respect to disability income benefits if selected in the Schedule of Excess Loss Coverage, the date each periodic benefit payment becomes payable to the Covered Person

(not the date the disability commences).

INSURED means the entity requesting Excess Loss Insurance.

LOSS, LOSSES means amounts actually Paid by the Plan for Covered Expenses.

LOSS LIMIT PER COVERED PERSON is set forth in the Schedule of Excess Loss Coverage. However, if claims are Paid under the Plan for a Covered Person for benefits that are covered under Aggregate Excess Loss Insurance, but not covered under Specific Excess Loss Insurance, the Loss Limit for that Covered Person will be increased by the amount of such Payment.

MAXIMUM AGGREGATE BENEFIT is set forth in the Schedule of Excess Loss Coverage.

MINIMUM ANNUAL AGGREGATE DEDUCTIBLE is set forth in the Schedule of Excess Loss Coverage.

MONTHLY AGGREGATE DEDUCTIBLE means, with respect to a particular month, the total number of Covered Units for that given Policy month multiplied by the corresponding Monthly Aggregate Factors as specified in the Schedule of Excess Loss Coverage. However, in the event of a reduction in the number of Covered Units under the Plan, the Monthly Aggregate Deductible cannot be reduced to less than one twelfth of the Minimum Annual Aggregate Deductible.

MONTHLY AGGREGATE FACTORS are set forth in the Schedule of Excess Loss Coverage.

PAY, PAID, PAYMENT means checks or drafts issued and deposited in the U.S. Mail or otherwise delivered to the payee, with sufficient funds on deposit to honor all outstanding drafts and checks.

PLAN DOCUMENT means the written document approved by the plan sponsor which describes the Plan. A copy of the Plan Document in effect on the Effective Date is attached to the application for Excess Loss Insurance and made a part of this Policy.

POLICY PERIOD means the specified period in the Schedule of Excess Loss Coverage.

SPECIFIC DEDUCTIBLE is set forth in the Schedule of Excess Loss Coverage. The Specific Deductible will apply separately to each Benefit Period.

SPECIFIC PERCENTAGE REIMBURSABLE is set forth in the Schedule of Excess Loss Coverage.

THIRD PARTY ADMINISTRATOR means a firm or person who has been retained by the Insured to Pay claims and/or provide administrative services on behalf of the Insured/Plan.

CONDITIONS FOR COVERAGE

Coverage under this Policy is not effective until (a) payment of the first (1st) premium; and (b) receipt of a signed Application for Excess Loss Insurance; and (c) receipt, examination and acceptance by the Company of the Plan Document and all other information which is material to underwriting or premium rating, whether or not specifically requested.

PREMIUMS AND FACTORS PROVISIONS

PAYMENT OF PREMIUMS For coverage to remain in effect, any subsequent monthly premium must be received by the Company by the first (1st) day of each month. Premiums are not considered paid until the premium payment is received by the Company.

Premiums or other payments made by the Insured to their Third Party Administrator or Agent or Broker shall not be deemed or considered payments to the Company until actually received by the Company.

GRACE PERIOD A Grace Period of thirty-one (31) days from the due date will be allowed for the payment of each premium after the first. During the Grace Period, the coverage will remain in effect provided the full premium is paid before the end of the Grace Period. Coverage will automatically terminate as of the end of the day on the due date of any premium which remains unpaid at the end of the Grace Period.

PREMIUM AMOUNT The premiums will be calculated using rates determined by the Company as set forth in the Schedule of Excess Loss Coverage. The amount of total premium due each month is the sum obtained by multiplying the applicable premium rates shown in the Schedule of Excess Loss Coverage by the actual number of appropriate Covered Units.

The Insured will be liable for any premium taxes assessed at any time against the Company beyond any taxes which may be payable on the premium received by the Company.

All requests for adjustments, credits or refunds because of overpayment of premiums shall be reported, in writing, with accompanying detail within sixty (60) days after termination of the applicable Policy Period.

The Company will not refund any portion of the premiums paid if this Policy terminates during the Policy Period.

SET OFF The Company shall be entitled to set off against reimbursements due the Insured under this Policy any premiums due and unpaid, any overpayments or other reimbursements made in error or upon incorrect information, and any other amounts due the Company.

PREMIUM RATE AND AGGREGATE DEDUCTIBLE FACTOR CHANGE The Company may change the Insured's premium rates or factors as of any of the following:

- a) the date when the terms of this Policy are changed;
- b) the date the Plan Document changes are accepted by the Company;
- c) the date the Insured adds or deletes subsidiary or affiliated companies or divisions;
- d) the date the number of Covered Units on any premium due date varies more than ten percent (10%) from the number of Covered Units on the Effective Date; or
- e) the date the Insured changes its Third Party Administrator.

The Company reserves the right to recalculate the premium rates and the Monthly Aggregate Factors retroactively for the Policy Period, if there is more than a ten percent (10%) variance between:

- a) the average monthly Paid claim cost per Covered Employee under the Plan for the last two (2) months of the prior Policy Period; and
- b) the average monthly Paid claim cost per Covered Employee under the Plan for the first ten (10) months of the prior Policy Period.

REIMBURSEMENT PROVISIONS

NOTICE OF LOSS The Insured will give written notice of Losses to the Company on the Company's customary proof of loss form, within thirty (30) days of the date the Insured becomes aware of the existence of facts which would reasonably suggest the possibility that expenses covered under the Plan for a Covered Person will be Incurred which are equal to or exceed fifty percent (50%) of the Specific Deductible or \$50,000, whichever is less.

PAYMENT BY PLAN

While the determination of benefits under the Plan is the responsibility of the Plan, or a party designated by the Plan Document, the Company reserves the right, for purposes of determining benefits under this Policy, to make an independent determination as to whether a particular claim or claims are payable or were properly paid by the Plan, without any deference to the Plan's decision. Any provision in the Plan Document giving a particular party authority or discretion to interpret the Plan Document or determine benefits under the Plan will not be binding on the Company for purposes of determining benefits under this Policy.

The Insured agrees to provide funds for payment of all eligible expenses under the Plan. The Insured will Pay all eligible claims under the Plan within thirty (30) days from the date adequate proof of loss is provided to the Insured. If the Insured fails to Pay a claim within the thirty (30) day time limit, that claim will not count toward the satisfaction of the deductibles or be reimbursed under this Policy.

The Insured agrees to provide funds for payment of all eligible expenses under the Plan.

SPECIFIC EXCESS LOSS INSURANCE

The Schedule of Excess Loss Coverage indicates whether Specific Excess Loss Insurance is provided under this Policy. If, while this Policy is in effect, the Losses for a Covered Person for the applicable Benefit Period exceed the Specific Deductible, the Company will reimburse the Insured, subject to the terms and conditions of this Policy including the limits set forth in the Schedule of Excess Loss Coverage, within thirty (30) days after:

- (a) the Company's acceptance of the proof of loss as a satisfactory proof;
- (b) the Company's receipt of proof of Payment of the benefits by the Insured under the Plan to, or on behalf of, the Covered Persons; and
- (c) completion of an audit of the claim, if requested by either the Insured or the Company, which payment by the Insured is expressly agreed to be a condition precedent to payment.

The amount of the reimbursement will be equal to the Specific Percentage Reimbursable times the amount by which Losses exceed the Specific Deductible amount, but will not exceed the Maximum Specific Benefit.

Losses for any Covered Person during the Policy Period will be determined according to the Benefit Period described in the Schedule of Excess Loss Coverage. The Specific Deductible applies separately to each Covered Person during a Benefit Period.

If Specific Excess Loss Insurance terminates before the end of the Policy Period, the Specific Deductible will not be reduced.

AGGREGATE EXCESS LOSS INSURANCE

The Schedule of Excess Loss Coverage indicates whether Aggregate Excess Loss Insurance is provided under this Policy. If the Losses for the applicable Benefit Period subject to the Loss Limit Per Covered Person, exceed the Annual Aggregate Deductible for the Policy Period, the Company will reimburse the Insured, subject to the terms and conditions of this Policy including the limits set forth in the Schedule of Excess Loss Coverage, within thirty (30) days after:

- (a) the Company's acceptance of proof of loss as satisfactory proof;
- (b) the Company's receipt of proof of Payment of eligible expenses under the Plan; and
- (c) completion by the Company of a satisfactory on-site audit of the claims, eligibility and all records relevant to a claim under Aggregate Excess Loss Insurance, if the Company elects to do so.

REIM-1

The amount of the reimbursement will be equal to the Aggregate Percentage Reimbursable times the amount by which Losses exceed the Annual Aggregate Deductible amount, but will not exceed the Maximum Aggregate Benefit.

The Annual Aggregate Deductible for any one Policy Period means the greater of: (a) the sum of the Monthly Aggregate Deductibles; or (b) the Minimum Annual Aggregate Deductible.

For purposes of determining amounts payable under this Aggregate Excess Loss Insurance, Losses pertaining to each Covered Person during the Benefit Period will be limited to the Loss Limit Per Covered Person. Losses will not include any amounts reimbursed by the Company under any other provision of this Policy. Any Loss that is Incurred at a time when the person to whom the Loss relates is not a Covered Person will not be eligible for Aggregate Excess Loss Insurance and will not be considered for the purpose of satisfying the Annual Aggregate Deductible.

However, if coverage terminates before the end of the Policy Period, the Annual Aggregate Deductible will be deemed not satisfied and the Company will not be liable for reimbursement of any benefits under this Aggregate Excess Loss Insurance.

SPECIMEN

TERMINATION PROVISIONS

This Policy and coverage provided hereunder will terminate upon the earliest of:

- a) the premium due date of any premium which remains unpaid at the end of the Grace Period;
- b) the premium due date next following receipt by the Company of written notice from the Insured that this Policy is to be terminated;
- c) the date of termination of the Plan;
- d) the date the Insured suspends active business operations or dissolves; or
- e) the end of the Policy Period.

This Policy may also be terminated, at the Company's option on the earliest of:

- a) the last day of the third (3rd) consecutive month during which there are less than fifty-one (51) employees enrolled in the Plan, unless the Company agrees, in writing, to continue coverage; or
- b) the date the Insured fails to comply with the terms of this Policy.

The Company will not refund any portion of the premiums paid if this Policy is terminated during the Policy Period.

REINSTATEMENT PROVISIONS

If this Policy terminates for any of the reasons set forth above, the Company may, at its option, approve the Insured's request to reinstate this Policy. The Insured shall submit to the Company any forms and data the Company may require. If this Policy is reinstated, the Insured shall pay to the Company the premiums due from the date this Policy terminated.

SUBSEQUENT POLICY PERIOD PROVISIONS

At the end of a Policy Period, a subsequent Policy Period may be agreed upon in writing by the Company and the Insured. The terms and conditions for a subsequent Policy Period will be evidenced by the issuance of a new Schedule of Excess Loss Coverage by the Company which shows the new premium rates, Benefit Period and other new terms. This Policy is not automatically renewable.

GENERAL PROVISIONS

ASSIGNMENT Reimbursement under this Policy may not be assigned by the Insured, and the Company will not recognize any such assignment.

AUDITS The Company will have the right: (a) to inspect and audit all records and procedures of the Insured and Third Party Administrator, developed and maintained for the Plan, that are applicable to the administration of this Policy; and (b) to require, upon request, proof satisfactory to the Company that Payment has been made to the Covered Person or the provider of such services or benefits which are the basis for any Loss by the Insured hereunder.

CHANGES TO THE PLAN DOCUMENT If the Plan Document in effect on the Effective Date is subsequently amended, notice of the amendment will be given to the Company prior to the effective date of the change. If the Company does not give written acceptance of the amendment, the Company will only provide coverage under this Policy consistent with the Plan Document prior to amendment. The Company's reimbursement will be made according to the amended Plan, once the notice is received and accepted.

CHANGES TO THE POLICY Only the President, a Vice President, or the Secretary of the Company have the authority to alter this Policy, or to waive any of the Company's rights and then only in writing. No such alteration of this Policy shall be valid unless endorsed and attached to this Policy. No agent, broker, or Third Party Administrator has the authority to alter this Policy or to waive any of its provisions.

CLERICAL ERROR Clerical errors, whether by the Insured or by the Company, in keeping or transmitting any records pertaining to the coverage, will not invalidate or limit coverage otherwise validly in force nor continue coverage otherwise validly terminated. Clerical error does not include any failure of the Insured, the Third Party Administrator or any agent of the Insured: (a) to comply with the requirements relating to notice of claims or payment of claims; or (b) to disclose underwriting information requested by the Company, whether or not intentional and regardless of the actual knowledge of the person providing the information.

CONCEALMENT, FRAUD This entire Policy will be void (a) if, before or after a claim or Loss, the Insured, the Third Party Administrator or any agent of the Insured has concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim, or (b) in any case of fraud by the Insured, the Third Party Administrator, or any agent of the Insured relating to this Policy.

CONFORMITY WITH LAW If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

ENTIRE CONTRACT The Entire Contract between the Company and the Insured will consist of this Policy, the application, approved amendments or endorsements, and a copy of the Plan Document which is on file with the Company.

INSOLVENCY Nothing in this Policy shall either relieve an insolvent or bankrupt Insured from the obligation to pay premiums when due or delay or abate cancellation of this Policy for failure to do so. The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Insured or the Insured's Third Party Administrator will not impose upon the Company any liability other than the liability defined in this Policy. In particular, the insolvency of the Insured will not make the Company liable to the creditors of the Insured, including Covered Persons under the Plan.

INSURED REQUIREMENTS The Insured will submit by the twentieth (20th) day of each month all proofs, reports, and supporting documents required by the Company, including, but not limited to, a monthly summary of all eligible claims Payments processed by the Insured and number of each type of Covered Units under the Plan during the prior month. The Insured will be responsible for the investigation, auditing, calculating and the Payment of all claims under the Plan.

LEGAL ACTION The Insured cannot file suit until sixty (60) days after the date on which proof of loss is given to the Company. The Insured cannot file suit more than three (3) years after the date on which the Insured must give the Company proof of claim. The three (3) year limitation is extended, if necessary, to agree with the period allowed by the laws of the state of issue.

LIABILITY The Company will have neither the right nor the obligation under this Policy to directly pay any Covered Person or provider of professional or medical services. The Company's sole liability is to the Insured, subject to the terms and conditions of this Policy. Nothing in this Policy shall be construed to permit a Covered Person to have a direct right of action against the Company. The Company will not be considered a party to the Plan of the Insured, or to any supplement or amendment to it.

MISSTATED DATA The Company has relied upon the underwriting information provided by the Insured, the Third Party Administrator or any agent of the Insured, in the issuance of this Policy. Should information in existence prior to issuance of this Policy subsequently become known to the Company which would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Insured.

NOTICE FROM THE COMPANY TO THE INSURED For the purpose of any notice required from the Company under the provisions of this Policy, notice to the Insured's Third Party Administrator shall be considered notice to the Insured and notice to the Insured shall be considered notice to the Insured's Third Party Administrator.

OTHER COVERAGE The reimbursement provided by this Policy is in excess of other coverage such as group insurance, excess insurance, insurance, plan benefits, including insurance or plan benefits established by any federal, state, or local law.

PARTIES TO THE POLICY The parties to this Policy are the Insured and the Company. The Company's sole liability under this Policy is to the Insured. This Policy does not create any right or legal relation between the Company and a Covered Person under the Plan. This Policy will not be deemed to make the Company a party to any agreement between the Insured and the Third Party Administrator.

RECORDS The Insured will maintain records of all Covered Persons under the Plan during the Policy Period and for a period of seven (7) years after the end of the Policy Period. The Insured will make all such records available to the Company as needed to evaluate its liability under this Policy.

The Insured will maintain a separate record of any and all amounts Paid in excess of benefits eligible under the Plan.

SEVERABILITY CLAUSE Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, will not render any of the remaining provisions of this Policy invalid.

TERMINATION OF THE INSURED'S PLAN The Insured will immediately notify the Company, if the Plan is terminated.

THIRD PARTY ADMINISTRATOR The Insured may retain a Third Party Administrator to act as an agent for the Insured in performing any or all of the duties as designated by the Insured. Without waiving any of its rights under this Policy, and without making the designated Third Party Administrator a party to this Policy, the Company agrees to recognize the Third Party Administrator as an agent of the Insured. The Insured will immediately notify the Company in writing if the agreement between the Insured and the Third Party Administrator terminates.

THIRD PARTY RECOVERY The Insured, for itself and on behalf of the Plan, agrees that the Plan shall undertake to pursue any and all valid claims that the Plan may have against third parties arising out of any occurrence resulting in a payment by the Plan or the Company, and to account for and pay to the Company any amounts recovered which were previously paid by the Company to the Insured under this Policy, regardless of whether this Policy is still in force on the date of recovery. Third party shall mean another person, entity, or insurance company. Additionally, the Insured or Plan administrator shall notify the Company immediately upon discovering that a claim against a third party may exist. Should the Insured or the Plan fail to pursue any valid claims against a third party based on an occurrence resulting in a payment by the Company under this Policy, then the Company shall have the right to exercise and enforce all of the Insured and/or Plan's rights against such third party.

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The Insured, for itself and on behalf of the Plan, also assigns to the Company all rights of recovery to the extent of any payment by the Company for which the Insured and/or Plan is or becomes entitled to receive payment from a third party.

If the payment received from a third party is less than the total amount paid by the Plan on behalf of the Covered

Person, the Company is entitled to recover first, in full, any amount paid by the Company under this Policy as well as any expenses of collection incurred by the Company. All remaining amounts shall be paid to the Insured.

SPECIMEN

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GENERAL EXCLUSIONS PROVISIONS

The Company will not reimburse the Insured for any of the following:

- (a) Any payment which does not strictly comply with the terms and conditions of the Plan Document;
- (b) Any payment or expense caused by or resulting from war, declared or **undeclared**;
- (c) **Any** payment for litigation costs and expenses, extra-contractual damages, compensatory damages, exemplary and punitive damages or liabilities, including but not limited to those resulting from negligence, intentional wrongs, fraud, bad faith or strict liability on the part of the Insured, Plan, Third Party Administrator or any agent or representative of the Insured, Plan or Third Party Administrator;
- (d) Any payment or expense for accident or illness arising out of activities performed for profit, including self-employment;
- (e) Any payment for occupational accidents or illnesses which are also eligible expenses covered by Workers' Compensation or Occupational Disease law, or similar legislation, whether or not coverage under such law is actually in force;
- (f) Any payment which is recoverable under the Plan Document's Coordination of Benefits provision;
- (g) Any amount paid which is in excess of the Plan's benefits disclosed, in writing, to the Company;
- (h) Any payment under the Plan on account of a benefit which is not shown on the Schedule of Excess Loss Coverage as a Plan benefit for which coverage is provided under this Policy; or
- (i) Any payment under the Plan not reported to the Company within six (6) months after the end of the Benefit Period.

Monumental Life Insurance Company

A Stock Company

Administrative Office: 100 LaCosta Lane, Suite 120, Daytona Beach, FL 32114

Phone: (386)274-2600

Aggregate Accommodation Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached.

Insured: _____

Policy Number: _____

Effective Date: _____

AGGREGATE ACCOMMODATION OPTION

In consideration for the additional premium shown in the Schedule of Excess Loss Coverage, the Company will provide Aggregate Accommodation payments subject to all the terms, conditions, limitations, exclusions, and definitions included in the Policy and this Aggregate Accommodation Endorsement. The Effective Date of this Endorsement will coincide with the Effective Date of the Insured's Excess Loss Insurance, and will continue in full force and effect for the duration of that Policy Period.

Aggregate Accommodation Payment If the Losses (determined on the same basis as under the Aggregate Excess Loss Insurance) exceed the Accumulated Accommodation Point by more than \$5,000 at the end of any month during the Policy Period, the Company will provide to the Insured an Aggregate Accommodation, if requested. No Aggregate Accommodation may be requested after the end of the eleventh month of the Policy Period.

For purposes of this Endorsement:

"Accumulated Accommodation Point" means the sum of the Monthly Aggregate Deductibles for each of the months commencing with the first month of the Policy Period and ending with the month during the same Policy Period for which the Accumulated Accommodation Point is to be determined. The Accumulated Accommodation Point at the end of any month shall not be less than the Minimum Annual Aggregate Deductible times the proportionate part of the Policy Period elapsed at the end of the month.

"Aggregate Accommodation Outstanding" means the sum of all Aggregate Accommodation payments made to the Insured during the Policy Period, minus any repayment by the Insured of such Aggregate Accommodation payments during the Policy Period.

The Aggregate Accommodation payment will be equal to the Aggregate Percentage Reimbursable times the amount by which Losses exceed the Accumulated Accommodation Point (subject to the Maximum Aggregate Benefit); however, the Aggregate Accommodation payment is reduced by any Aggregate Accommodation Outstanding.

An Aggregate Accommodation Outstanding at the end of the Policy Period shall be deducted from any amount otherwise payable under Aggregate Excess Loss Insurance.

An Aggregate Accommodation is not an advance on any eligible expenses yet to be Paid by the Insured.

- A. **Availability** An Aggregate Accommodation will be available to the Insured only if:
1. all premium payments due for Specific and Aggregate Excess Loss Insurance have been received up to and including the month in which the Aggregate Accommodation is requested; and
 2. the Insured has Paid all claims for eligible expenses under the Plan; and
 3. all claims have been reported as required.
- B. **Audits** Prior to releasing any Aggregate Accommodation payment, the Company reserves the right to:
1. audit the Losses calculation; or
 2. have such an audit done by a third party auditor, if the Company deems necessary.
- C. **Repayment** If at any time the Insured's Losses under the Aggregate Excess Loss Insurance are less than the sum of the Accumulated Accommodation Point plus any Aggregate Accommodation Outstanding, the Insured must promptly make repayment to the Company equal to the lesser of:
1. the amount by which the sum of the Accumulated Accommodation Point plus the Aggregate Accommodation Outstanding exceeds the Insured's Losses under the Aggregate Excess Loss Insurance; or
 2. the full amount of the Aggregate Accommodation Outstanding.

If the Policy terminates before the end of the Policy Period, the Insured will immediately repay all Aggregate Accommodation payments on the date the Insured's coverage terminates.

The Company will have preference over all other claimants for the return of any Aggregate Accommodation payment. Further, the Insured will be liable for all costs and expenses (including reasonable attorney fees) incurred by the Company in the collection of any Aggregate Accommodation payment outstanding. If the Insured fails to make repayment when due, the Company, at its option, may:

- i. deduct the outstanding payment due from any reimbursement due under Specific or Aggregate Excess Loss Insurance; or
- ii. terminate this Endorsement, or at the Company's option, terminate the Excess Loss Insurance Policy.

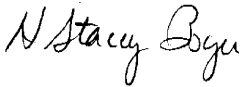
At the end of the Policy Period, the Insured's repayment obligation to the Company will equal the amount of any Aggregate Accommodation Outstanding less the amount by which the Insured's Losses under the Aggregate Excess Loss Insurance exceed the Annual Aggregate Deductible. A final repayment of any balance due must be made within thirty (30) days of the end of the Policy Period.

- D. **Termination of the Aggregate Accommodation Endorsement** If the Insured fails to make repayment within the specified periods this Aggregate Accommodation Endorsement will terminate automatically for the remainder of the Policy Period.

If eligible Covered Expenses have not been properly Paid, the Company has the right to terminate this Aggregate Accommodation Endorsement.

All terms and conditions, other than as stated above, remain unchanged.

Executed at our Home Office.


Secretary


President

Monumental Life Insurance Company

A Stock Company

Administrative Office: 100 LaCosta Lane, Suite 120, Daytona Beach, FL 32114

Phone: (888) 500-3284

Aggregating Specific Deductible Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached.

Insured: _____

Policy Number: _____

Effective Date: _____

The Excess Loss Insurance Policy between the Insured and Company is amended as follows:

1. The following definitions will be added to the Definitions section of the Excess Loss Insurance Policy:

AGGREGATING SPECIFIC DEDUCTIBLE is set forth in the Schedule of Excess Loss Coverage. The Aggregating Specific Deductible will apply separately to each Benefit Period.

SPECIFIC EXCESS AMOUNT means the amount by which Losses for a Covered Person for the applicable Benefit Period exceed the Specific Deductible, multiplied by the Specific Percentage Reimbursable. The Specific Excess Amount may not exceed the Maximum Specific Benefit.

TOTAL SPECIFIC EXCESS AMOUNT means the total of the Specific Excess Amounts for all Covered Persons for whom Losses for the applicable Benefit Period exceed the Specific Deductible.

2. The Specific Excess Loss Insurance Provision is hereby deleted and replaced with the following:

SPECIFIC EXCESS LOSS INSURANCE

The Schedule of Excess Loss Coverage indicates whether Specific Excess Loss Insurance is provided under this Policy. If, while this Policy is in effect, the Losses for a Covered Person for the applicable Benefit Period exceed the Specific Deductible, the Company will calculate the Specific Excess Amount for that Covered Person. The Company will monitor the Specific Excess Amounts for all Covered Persons for the applicable Benefit Period. No reimbursement under Specific Excess Loss coverage will be due until the Total Specific Excess Amount exceeds the Aggregating Specific Deductible. The Company will reimburse the Insured the amount by which the Total Specific Excess Amount exceeds the Aggregating Specific Deductible, subject to the terms and conditions of this Policy including the limits set forth in the Schedule of Excess Loss Coverage, within thirty (30) days after:

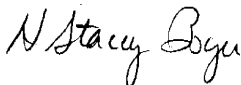
- a) the Company's acceptance of all proofs of loss as a satisfactory proof;
- b) the Company's receipt of proof of Payment of the benefits by the Insured under the Plan to, or on behalf of, the Covered Persons; and
- c) completion of an audit of the claim, if requested by either the Insured or the Company, which payment by the Insured is expressly agreed to be a condition precedent to payment.

Losses for any Covered Person during the Policy Period will be determined according to the Benefit Period described in the Schedule of Excess Loss Coverage. The Specific Deductible applies separately to each Covered Person or, if applicable, each family during a Benefit Period.

If Specific Excess Loss Insurance terminates before the end of the Policy Period, the Specific Deductible and the Aggregating Specific Deductible will not be reduced.

3. All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.

Executed at our Home Office.



Secretary



President

Monumental Life Insurance Company

A Stock Company

Administrative Office: 100 LaCosta Lane, Suite 120, Daytona Beach, FL 32114

Phone: (386)274-2600

Aggregate Terminal Liability Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached, effective on the Effective Date, unless otherwise stated herein.

Insured: _____

Policy Number: _____

Effective Date: _____

AGGREGATE TERMINAL LIABILITY OPTION

If, effective on the last day of the Policy Period, the Insured terminates Excess Loss Insurance with the Company the Insured has the option to modify the Annual Aggregate Deductible and the Benefit Period as set forth below, subject to the following terms and conditions:

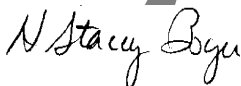
- A. This option is only available if the Insured has paid the additional premium set forth in the Schedule of Excess Loss Coverage.
- B. In order to exercise this option, the Insured must, within 15 days after the end of the Policy Period, notify the Company in writing of its intention to exercise this option.
- C. This option is only available for newly issued policies as of inception of the initial Policy Period and will remain in effect for a subsequent period only if this option is renewed for that period.

If the Terminal Liability Option is exercised in accordance with this Endorsement, the following terms will apply to the Policy Period that ends on the date the Insured terminates Excess Loss Insurance with the Company:

- A. The Annual Aggregate Deductible for the Policy Period shall be revised to equal the greater of:
 - 1. 125% of the Annual Aggregate Deductible calculated for that Policy Period, or
 - 2. the sum of the Monthly Aggregate Deductibles for the three (3) months prior to the last day of the Policy Period, plus the Annual Aggregate Deductible calculated for that Policy Period.
- B. The Benefit Period for Aggregate Excess Loss Insurance will be revised so that the time period during which Covered Expenses must be Paid by the Plan shall be extended by an additional ninety (90) days.
- C. Specific Excess Loss Insurance is terminated effective at the end of the Policy Period.

All terms and conditions, other than as stated above, remain unchanged.

Executed at our Home Office.



Secretary



President

Monumental Life Insurance Company

A Stock Company

Administrative Office: 100 LaCosta Lane, Suite 120 Daytona Beach, FL 32114

Phone: (888) 500-3284

Specific Expedited Reimbursement Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached.

Insured: _____

Policy Number: _____

Effective Date: _____

SPECIFIC EXPEDITED REIMBURSEMENT OPTION

An additional provision is hereby added to the terms and conditions for Specific Excess Loss Insurance in the Policy as follows:

SPECIFIC EXPEDITED REIMBURSEMENT Without waiving any rights under the Excess Loss Insurance Policy, the Company hereby establishes Specific Expedited Reimbursement. The additional terms and conditions under which Expedited Reimbursement will be provided for Specific Excess Loss claims are as follows:

- (A) The claim must be fully processed by the Third Party Administrator and must be ready for payment under the Employee Benefit Plan within the Benefit Period during which the claim was Incurred; and
- (B) The Insured must have Paid under the Employee Benefit Plan, the Specific Deductible for the Covered Person to whom the claim relates, plus, in addition to the Specific Deductible Amount, at least \$1,000; and
- (C) The claim, and supporting documentation satisfactory to the Company, must be received by the Company no later than five (5) days prior to the end of the Benefit Period during which the claim was Incurred and processed; and
- (D) The claim must be for more than \$1,000.

If the foregoing requirements are satisfied, the Company will promptly send to the Insured reimbursement for the amount that is eligible for reimbursement under Specific Excess Loss Insurance. Upon receipt of the Expedited Reimbursement, the Insured must pay the Employee Benefit Plan's payment within five (5) days. The Company's reimbursement may not be deposited until the Employee Benefit Plan's payment has been paid. If the Insured does not pay the Employee Benefit Plan's payment within the five (5) day period, the reimbursement must be refunded to the Company.

If any portion of the Company's reimbursement is not used to pay the applicable benefits under the Employee Benefit Plan, due to discounting or any other reason, such portion must be returned to the Company within five (5) working days after it is received by the Insured by refund, credit, or otherwise.

If the Insured fails to comply with all of the above conditions, the right to receive Specific Expedited Reimbursement shall be rescinded.

Except as specifically set forth herein, all terms and conditions of the Excess Loss Insurance Policy shall remain in full force and effect.

This Endorsement is intended solely to provide an optional expedited method of reimbursement between the Company and the Insured, and shall not affect the Employee Benefit Plan or the Insured's obligations under the Employee Benefit Plan in any way, and this Endorsement shall not create any rights in favor of any third party.

All terms and conditions, other than as stated above, remain unchanged.

Executed at our Home Office.

N. Stacy Byer

Secretary

Heidi Hoyer

President

SPECIMEN

Monumental Life Insurance Company

A Stock Company

Administrative Office: 100 LaCosta Lane, Suite 120, Daytona Beach, FL 32114

Phone: (386)274-2600

Specific Terminal Liability Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached, effective on the Effective Date, unless otherwise stated herein.

Insured: _____

Policy Number: _____ Effective Date: _____

SPECIFIC TERMINAL LIABILITY OPTION

If, effective on the last day of the Policy Period, the Insured terminates Excess Loss Insurance with the Company the Insured has the option to modify the Benefit Period for Specific Excess Loss Insurance as set forth below, subject to the following terms and conditions:


- A. This option is only available if the Insured has paid the additional premium set forth in the Schedule of Excess Loss Coverage.
- B. In order to exercise this option, the Insured must, within 15 days after the end of the Policy Period, notify the Company in writing of its intention to exercise this option.
- C. This option is only available for newly issued policies as of inception of the initial Policy Period and will remain in effect for a subsequent period only if this option is renewed for that period.

If the Terminal Liability Option is exercised in accordance with this Endorsement, the Benefit Period for Specific Excess Loss Insurance will be revised so that the time period during which Covered Expenses must be Paid by the Plan shall be extended by an additional ninety (90) days. Aggregate Excess Loss Insurance is terminated effective at the end of the Policy Period.

All terms and conditions, other than as stated above, remain unchanged.

Executed at our Home Office.


Secretary


President

Monumental Life Insurance Company

A Stock Company

Administrative Office: 100 LaCosta Lane, Suite 120 Daytona Beach, FL 32114

Phone: (888) 500-3284

Specific Transplant Step-Down Deductible Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached, effective on the Effective Date, unless otherwise stated herein.

Insured: _____

Policy Number: _____

Effective Date: _____

SPECIFIC TRANSPLANT STEP-DOWN DEDUCTIBLE OPTION

The Specific Deductible under Specific Excess Loss Insurance as contained in the Schedule of Excess Loss Coverage will be reduced as follows for a Covered Organ Transplant which is performed in a Transplant Network Facility at the Transplant Network Facility's contracted rate when a signed Transplant Network Access Agreement is in place.

<u>Specific Retention Amount</u>	<u>Reduction Percentage</u>
\$10,000 - \$19,999	50%
\$20,000 - \$39,999	40%
\$40,000 - \$69,999	30%
\$70,000 and over	25%

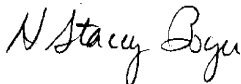
The reduced Specific Deductible (Per Covered Person) will be a one-time reduction per Covered Organ Transplant. Specific Deductible (Per Covered Person) reduction will apply in the Policy Period in which the Covered Organ Transplant occurs. Retransplants shall be considered a new Organ Transplant.

Covered Organ Transplant: Means any human to human organ or tissue transplant which is a Covered Expense in the Employer's Plan Document and is performed at a Transplant Network Facility at the Transplant Network Facility's contracted rate at the time the Covered Organ Transplant occurs. Multiple organ transplants performed at the same time such as heart/lung are considered to be one Covered Organ Transplant.

Transplant Network Facility: Means a facility that is a member of one of the following networks: OptumHealth, INTERLINK, or LifeTrac.

The Company is not responsible for any Covered Person's decision to receive treatment, services, or supplies from a Transplant Network Facility nor does the Company make warranties or representations regarding the qualifications of providers of treatment services or supplies provided by the Transplant Network Facility.

Executed at our Home Office.



Secretary



President

TRANS-1

Monumental Life Insurance Company

A Stock Company

In Facility Exclusion Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached.

Insured: _____

Policy Number: _____ Effective Date: _____

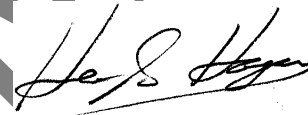
An additional provision is hereby added to Policy as follows:

IN FACILITY COVERED EXPENSES Covered Expenses incurred at _____ will be calculated at _____
% when determining Losses relating to such expenses. The billed amounts to which the foregoing
percentage is applied must be based on the level of charges and preferred provider organization discounts that are
typical for patients utilizing these facilities.

All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.

Executed at our Home Office.


Secretary


President

EXCESS LOSS INSURANCE POLICY

**MONUMENTAL LIFE INSURANCE COMPANY
ADMINISTRATIVE OFFICE
100 LACOSTA LANE, SUITE 120
DAYTONA BEACH, FL 32114**

MONUMENTAL LIFE INSURANCE COMPANY

A Stock Company

Administrative Office: 100 LaCosta Lane, Suite 120, Daytona Beach, FL 32114

Phone: (386)274-2600

APPLICATION FOR EXCESS LOSS INSURANCE

The undersigned Applicant requests the Excess Loss Insurance Benefits shown herein and provided by Monumental Life Insurance Company, and agrees to be bound by the terms and provisions of the Excess Loss Insurance Policy.

Full Legal Name of Applicant: City of Grand Island

Address (street, city, state, and zip): 100 East 1st Street, Grand Island, Nebraska 68801

Key Contact: _____ Telephone: (308) 385-5444 Tax ID: _____

Applicant is a: ☐ Corporation ☐ Labor Union ☐ Partnership ☐ Proprietorship ☐ Other: _____

Nature of Business of the Group to be Insured: 9111 Executive offices

Requesting retiree coverage? ☐ YES ☒ NO

Requested Effective Date: October 1, 2011

Affiliates or Subsidiaries:

Addresses of Affiliates or Subsidiaries:

SPECIFIC EXCESS LOSS INSURANCE: ☒ YES ☐ NO

Benefit Period: Covered Expenses Incurred from 10-1-2010 through 9-30-2012,

and Paid from 10-1-2011 through 9-30-2012; however, if the Policy is terminated before the end of the originally scheduled Policy Period set forth above, Covered Expenses must be Incurred from 10-1-2010 through the termination date and Paid from 10-1-2011 through the termination date to be eligible for reimbursement.

Covered Expenses Incurred from 10-1-2010 through 9-30-2011 will be limited to \$150,000 per ☒ Covered Person ☐ Family.

Specific Deductible per ☒ Covered Person ☐ Family: \$150,000

Aggregating Specific Deductible is: \$50,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit Per Covered Person (including Specific Deductible):

☐ \$500,000 ☐ \$1,000,000 ☐ \$2,000,000 ☒ Other \$Unlimited for the Benefit Period described above; no lifetime maximum

Covered Expenses under Specific Excess Loss: ☐ Medical ☒ Medical with Stand Alone Prescription Drug Program

Specific Premium Rates per Month See item i on page 2 of application for special conditions		
Single	Number of lives: 103	\$ 26.53
EE+SP	Number of lives: 120	\$ 48.88
EE+CH	Number of lives: 35	\$ 48.88
Family	Number of lives: 208	\$ 72.44

- Specific Expedited Reimbursement Endorsement: ☒ YES ☐ NO
- Specific Terminal Liability Endorsement: ☐ YES ☒ NO **\$N/A**
- Aggregating Specific Deductible Endorsement: ☒ YES ☐ NO **\$Included**
- Other Endorsement: _____ ☐ YES ☒ NO **\$N/A**

Minimum Annual Specific Premium **is 90% of the first month enrollments x rates x 12.**

AGGREGATE EXCESS LOSS INSURANCE: ☒ YES ☐ NO

Benefit Period: Covered Expenses Incurred from 10-1-2010 through 9-30-2012,

and Paid from 10-1-2011 through 9-30-2012; however, if the Policy is terminated before the end of the originally scheduled Policy Period set forth above, no reimbursement will be made under Aggregate Excess Loss Insurance.

Covered Expenses Incurred from 10-1-2010 through 9-30-2011 will be limited to \$1,106,296 or 100% of the Annual Aggregate Deductible.

Covered Expenses under Aggregate Excess Loss Coverage: ☐ Medical ☒ Medical with Stand Alone Prescription Drug Program

☐ Dental ☐ Vision ☐ Weekly (Disability) Income ☐ Other (Please Specify) N/A

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: ☐ \$500,000 ☒ \$1,000,000 ☐ Other \$N/A

Minimum Annual Aggregate Deductible: \$6,146,090 or 100% of the first Monthly Aggregate Deductible amount times 12, whichever is greater.

Loss Limit per Covered Person \$ **150,000**

Aggregate Excess Loss Premium: ☒ Monthly ☐ Annually **\$2.17 pepm**

1. Aggregate Terminal Liability Endorsement: ☐ YES ☒ NO **\$N/A**

2. Aggregate Accommodation Endorsement: ☐ YES ☒ NO **\$N/A**

3. Other Endorsement: _____ ☐ YES ☒ NO **\$N/A**

Monthly Aggregate Factors								
	Medical	# of lives	Prescription Drugs	# of lives	Dental	# of lives	N/A	# of lives
Single	\$522.22	103	Included	103	N/A	N/A	N/A	N/A
EE+SP	\$973.41	120	Included	120	N/A	N/A	N/A	N/A
EE+CH	\$973.41	35	Included	35	N/A	N/A	N/A	N/A
Family	\$1478.40	208	Included	208	N/A	N/A	N/A	N/A

Full Name of Third Party Administrator: **Regional Care Inc**

Address; (street, city, state, and zip): **905 West 27th Street, Scottsbluff, Nebraska 69361**

Key Contact: _____ Telephone: **(800) 795-7772**

Agent or Broker: _____

SS No. or Tax ID: _____

Address: _____

It is understood and agreed by the undersigned that:

- As a condition precedent to the approval of this Application, the undersigned shall furnish to the Company a copy of the executed Plan Document describing the benefits provided by the Plan which shall be kept on file in the office of the Company. No Excess Loss Insurance will be effective nor reimbursement made unless a Plan Document is received and accepted by the Company. In the event of a material variance, in the judgement of the Company, between the Plan Document received by the Company and the Plan benefit provisions upon which the terms and rates of the Aggregate and Specific Excess Loss Coverage were based, any Policy that has been issued will not take effect unless a Plan Document is received, accepted, and on file in the Company's office.
- The undersigned will provide or employ a Third Party Administrator (TPA) to administer the Plan and to process and pay claims according to the Plan Document. The undersigned acknowledges that the TPA is the undersigned's agent and that statements and answers given by the TPA are binding on the undersigned.
- The receipt by the Company of the first month's premium and deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this application, its sole obligation shall be to refund such premium to the undersigned.
- Any Aggregate and/or Specific Excess Loss Insurance shall be described in the Policy issued.
- Experience, census, and other information contained in the underwriting information as furnished by the Applicant directly, or through its representative, are the primary data elements on which the Company's proposal was based. The undersigned will provide any additional underwriting information required by the Company.
- Any coverage resulting from this Application shall be subject to the terms and provisions of the Policy herein applied for. Coverage shall become effective on the date specified in this Application if all requirements of the Company, including underwriting requirements, have been met and the required premiums paid.
- The undersigned represents that the statements, declarations and representations made in this Application, any request for proposal, the underwriting information provided by or on behalf of the undersigned and the Plan Document accurately and completely reflect the true facts. The undersigned understands that any Policy is issued in reliance upon the truth of such statements, declarations, and representations; and that such statements, declarations, and representations are part of this Application.
- The Company will evaluate the undersigned's risk, and may require adjustments of rates, factors, and/or special limitations to accommodate for abnormal risks.
- Other: **Review of experience & shock losses from September 2011 to the policy inception.**

This Quote assumes a fully insured Transplant policy will be in-force.

D. McVay is approved at case deductible subject to a 12-12 contract limitation provided estimated dialysis charges are not significantly higher than the \$103,000 proposed. If the final dialysis estimate is higher, we reserve the right to underwrite based on final estimate.

The undersigned has read the entire Application for Excess Loss Insurance and understands that the insurance requested herein is not in effect until this Application is approved and accepted by the Company.

Full Legal Name of Applicant: _____

Signature of Authorized Person: _____

Print Name: _____ Title: _____

Date: _____

Signature of Agent or Broker: _____

Print Name of Agent or Broker: _____

FRAUD WARNING NOTICES: (Please review notice that applies in your state)

ARKANSAS

NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

ALASKA

“A person who knowingly and with intent to injure, defraud, or deceive an insurance company files claim containing false, incomplete, or misleading information may be prosecuted under state law.”

ARIZONA

“For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties”.

ARKANSAS, LOUISIANA, TEXAS and WEST VIRGINIA

“Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

CALIFORNIA

For your protection California law requires the following to appear on this form.

“Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison”.

COLORADO

“It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading fact of information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement for award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.”

DELAWARE, IDAHO, and INDIANA

“Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a state of claim containing any false, incomplete or misleading information is guilty of a felony.”

DISTRICT OF COLUMBIA

“WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.”

FLORIDA

“Any person who knowingly and with intent to injure, defraud, or deceive any Insurance Company files a statement of claim containing any false, incomplete or misleading information is guilty of a Felony of the Third Degree.”

KENTUCKY

“Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.”

MAINE

“It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.”

MINNESOTA

“A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.”

NEW HAMPSHIRE

“Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided by RSA 638:20.”

NEW JERSEY

“Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.”

NEW MEXICO

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.”

OHIO

“Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

OKLAHOMA

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

TENNESSEE, MAINE, and VIRGINIA

“It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

ALL OTHER STATES

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

RESOLUTION 2011-255

WHEREAS, the City subscribes to health insurance for its employees and other eligible participants, as authorized by the City of Grand Island Personnel Rules and federal regulation; and

WHEREAS, an Insurance Committee consisting of union and non-union, management, and non-management employees, along with the Human Resources Director, the Finance Director, and the Attorney/Purchasing Agent meet and review plan changes; and

WHEREAS, Regional Care, Inc. of Scottsbluff, Nebraska is the Third Party Administrator; and

WHEREAS, The reinsurance coverage is provided under a contract with Monumental Life Insurance Company/EBU and the transplant coverage is provided under a contract with National Union Fire Insurance Company of Pittsburgh, PA, the Dialysis PPO contract provides dialysis discounts, and the broker is Strong Financial Services, however all contracts would be administered by Regional Care, Inc; and

WHEREAS, contracts are necessary for the provision of such services and associated stop loss and transplant coverage; and

WHEREAS, a Business Associate Agreement and an Administrative Service Agreement will be entered into with Regional Care, Inc. and costs associated with providing insurance services are listed on the Administrative Services Agreement, for the aforementioned contracts for other insurance services;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the renewal contracts with Regional Care, Inc. for the administration of health insurance as set out by the contracts is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item I1

#2011-227 - Consideration of Approving 2011-2012 Fee Schedule

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator
Meeting: September 13, 2011
Subject: Approve 2011-2012 Fee Schedule
Item #'s: I-1
Presenter(s): Mary Lou Brown, City Administrator

Background

The Fee Schedule was reviewed with Council during the Special Meeting held on August 16, 2011 and August 25, 2011. Council voted to refer this item to the September 13, 2011 City Council meeting.

Discussion

Changes to the proposed Fee Schedule include the omission of the \$1.00 Customer Service payment processing fee and the exception of the block party closure fee for National Night Out.

Alternatives

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

1. Approve the recommendation for requested Fee Schedule changes.
2. Modify the request to meet the policy direction of the Council.
3. Postpone the issue to a future date.

Recommendation

City Administration recommends that the City Council adopt the Fee Schedule.

Sample Motion

Move to approve the Fee Schedule for 2011-2012.

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
BUILDING DEPARTMENT				
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation				
Estimated Valuations:				
1.00 - 1,600.00	30.00	30.00	31.00	35.00
1,601.00 - 1,700.00	32.00	32.00	33.00	37.00
1,701.00 - 1,800.00	34.00	34.00	35.00	39.00
1,801.00 - 1,900.00	36.00	36.00	37.00	41.00
1,901.00 - 2,000.00	38.00	38.00	39.00	43.00
2,001 - 25,000	38.00 plus	38.00 plus	39.00 plus	43.00 plus 7.25
For each additional 1,000 or fraction, to and including 25,000	6.50	6.50	6.75	
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	187.50 plus	187.50 plus	194.25 plus	
	5.00	5.00	5.25	
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	312.50 plus	312.50 plus	325.50 plus	334.75 plus
	3.60	3.60	3.75	3.75
100,001 and up For each additional 1,000 or fraction	492.50 plus	492.50 plus	513.00 plus	522.25 plus
	3.20	3.20	3.25	3.25
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%	
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%	
Inspections outside of normal business hours*	50.00	50.00	50.00	75.00
Reinspection Fee*	50.00	50.00	50.00	
Inspection for which no fee is specifically indicated*	50.00	50.00	50.00	
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	50.00	50.00	50.00	100.00
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved				
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	100.00	
New Contractor Set up fee	100.00	100.00	100.00	
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	20.00	20.00	20.00	
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	50.00	
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	25.00	
License: Mechanical, Plumbing, Soft Water - Apprentice	0.00	0.00	0.00	
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00	
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00	
Investigation Fee	Minimum \$50.00 or cost of permit	Minimum \$50.00 or cost of permit	Minimum \$50.00 or cost of permit	
Mobile Home Park Registration (annual)				
Park with Facilities for 2 - 3 Mobile Homes	50.00	50.00	75.00	
Park with Facilities for 4 - 15 Mobile Homes	75.00	75.00	100.00	
Park with Facilities for 16 - 25 Mobile Homes	100.00	100.00	125.00	
Park with Facilities for 26 - 50 Mobile Homes	125.00	125.00	150.00	
Park with Facilities for 51 - 100 Mobile Homes	150.00	150.00	200.00	
Park with Facilities for over 100 Mobile Homes	200.00	200.00	225.00	
Mobile Sign Permit Fee for Special Event	100.00	100.00	100.00	
Mobile Sign Permit Fee for 45 days	150.00	150.00	150.00	
Temporary Buildings	100.00	100.00	100.00	
Water Well Registration (Groundwater Control Area Only)	50.00	50.00	50.00	
License Agreement	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	
Denial of application for license agreement	WORKS	WORKS	WORKS	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Administration				
Board of Adjustment Prior to Construction	100.00	100.00	100.00	200.00
Board of Adjustment After Construction/No Building Permit	250.00	250.00	250.00	350.00
Board of Adjustment After Construction/Not Conform	400.00	400.00	400.00	500.00
Conditional Use Permit	200.00	200.00	200.00	1000.00
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	
Haulers Permit (annual) Garbage	225.00	225.00	225.00	
Haulers Permit (annual) Refuse	75.00	75.00	75.00	
Pawnbroker License (annual)	75.00	75.00	75.00	100.00
Pawnbroker Occupational Tax (annual)	75.00	75.00	75.00	100.00
Blight Study Adoption			500.00	
Redevelopment Plan Adoption			500.00	
Redevelopment Plan Amendment			500.00	
Register of Deeds Filing fee				5.00 per page + .50 per legal
Liquor Licenses - Occupational Tax (annual)				
Class A Retail beer, on sale	200.00	200.00	200.00	
Class B Retail beer, off sale	200.00	200.00	200.00	
Class C Retail liquor, on/off sale	600.00	600.00	600.00	
Class D Retail liquor/beer, off sale	400.00	400.00	400.00	
Class I Retail liquor, on sale	500.00	500.00	500.00	
Class L Brew Pub	500.00	500.00	500.00	
Class W Beer distributor	1000.00	1000.00	1000.00	
Class X Alcoholic liquor distributor, except beer	1500.00	1500.00	1500.00	
Class Z Micro Distiller LB-549	500.00	500.00	500.00	
Liquor License - School Fees (annual)				
Class A Retail beer, on sale	100.00	100.00	100.00	
Class B Retail beer, off sale	100.00	100.00	100.00	
Class C Retail liquor, on/off sale	300.00	300.00	300.00	
Class D Retail Liquor, Off sale	200.00	200.00	200.00	
Class I Retail Liquor, on sale	250.00	250.00	250.00	
Advertising Fee	10.00	10.00	10.00	
Special Designated Liquor License	40.00	40.00	40.00	80.00
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	
PUBLIC INFORMATION				
GITV DVD (per segment)	20.00	20.00	20.00	25.00
EMERGENCY MANAGEMENT				
Alarm Registration Fee (yearly)	97.50	102.38	102.38	110.00
Digital Alarm Monitoring Fee (yearly-registration fee included)	218.00	228.90	228.90	250.00
Supervised Alarm Monitoring Fee (yearly-registration fee included)	375.00	393.75	393.75	400.00
Alarm Central Service Fee (yearly)	149.00	156.45	156.45	165.00
False Alarms (each)	103.00	108.15	108.15	115.00
Audio Tapes (per tape, includes search costs)	25.75	27.04	27.04	28.00
Video Alarm Monitor	1545.00	1622.25	1622.25	1750.00
Emergency Medical Dispatch Protocol included in billing	36.05	36.06	36.06	
FIRE DEPARTMENT FEES				
Copy of Fire Report	10.00	10.00	10.00	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Education Fees				
				50.00 minimum (up to 5 students) + 10.00 for each additional student
Fire Extinguisher Class				
CPR BLS Health Care Provider New (per 6 people, books not included) Books are 12.00 each				184.00
CPR Class Recertification (per 6 people, books are not included) Books are 12.00 each				134.00
HeartSaver AED (per 6 people, books not included) Books are 12.00 each				151.00
HeartSaver CPR: All ages (per 6 people)				n/a
HeartSaver CPR: Adults (per 6 people)				n/a
HeartSaver CPR: Infant/child (per 6 people)				n/a
CPR for family/friends: All ages (per 6 people, books not included) Books are 7.50/5 books				84.00
CPR for Family/friends: Adult (per 6 people)				n/a
CPR for Family/friends: Infant/child (per 6 people)				n/a
HeartSaver CPR, AED and First Aid (per 6 people, books not included) Books are 13.95 each				284.00
Temporary Structures				
Tents over 200 sq ft	N/A	N/A	50.00	
Canopies over 400 sq ft	N/A	N/A	50.00	
Child Care Inspection*				
Consultation	15.00	15.00	15.00	n/a
0 - 8 people	40.00	N/A	N/A	
9 - 12 people	50.00	N/A	N/A	
0-12 people		50.00	50.00	
13 + people	75.00	100.00	100.00	
Fire Department Patch Request Fee				5.00
Fire Safety Inspection Fees				
Ordinary to Low Hazard Occupancy (up to 30,000 square feet)				
				75.00 valid for 3 years
Less than 2500 square feet				100.00 valid for 3 years
2501 - 10,000 square feet				150.00 valid for 3 years
10,001 - 30,000 square feet				
Target Hazard Occupancy (public assembly of 300 or more, manufacturing, hazardous operations, square footage of greater than 30,000)				
				100.00 valid for 1 year
Less than 50,000 square feet				150.00 valid for 1 year
50,000 - 99,999 square feet				

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Greater than 100,000 square feet Square footage is calculated as a sum total for all building on business property				150.00 + 75.00 for each increment of 100,000 sq ft valid 1 year
Liquor Inspection (each)*				
Consumption	75.00	100.00	100.00	
Non-consumption	50.00	50.00	50.00	
Nursing Home, Health Care (each)*	75.00	100.00	100.00	
Hospital (each inspection)*	150.00	150.00	150.00	
Foster Care Homes*	30.00	50.00	50.00	
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	25%	
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	
Alarm System Review	51.00	75.00	75.00	
Sprinkler System Review	\$50.00/Riser + \$25.00/design area	\$50.00/Riser + \$25.00/design area	\$50.00/Riser + \$25.00/design area	
Hood System Review	30.00	50.00	50.00	
Suppression System (other)	30.00	50.00	50.00	
Fireworks Permit **used to be under Administration**	400.00	400.00	400.00	
*Fees regulated by State of Nebraska				
Standby Fees				
Fire Engine//Rescue Company (3 employees + truck)				165.00 per hour 2 hour minimum
Ambulance (2 employees + ambulance)				110.00 per hour 2 hour minimum
AMBULANCE DIVISION				
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 14.00 per mile	307.00	348.00	348.00	453.00
Per call for BLS emergency transportation, plus mileage, one way. 14.00 per mile	534.00	534.00	534.00	610.00
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 14.00 per mile	623.00	623.00	623.00	725.00
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 14.00 per mile	662.00	662.00	662.00	756.00
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 14.00 per mile	768.00	768.00	768.00	803.00
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	289.00	289.00	289.00	365.00
Additional Attendant	135.00	221.00	221.00	
Specialty Care Transport	667.00	692.80	692.80	803.00
Mileage Fee, per patient mile	14.00	14.00	14.00	
Paramedic Intercept	593.00	593.00	593.00	
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.				

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
PARAMEDIC SERVICE RATES				
Oxygen	53.00	53.00	53.00	
O.B. Kits	17.00	17.00	17.00	
Splints (air and/or hare traction)	22.00	22.00	22.00	
Spinal Immobilization	86.00	86.00	86.00	
Advanced Airway	131.00	131.00	131.00	
IV1 (if single IV is started)	51.00	51.00	51.00	
IV2 (multiple IV's started)	86.00	86.00	86.00	
Bandages	12.00	12.00	12.00	
Combo Pad	46.00	46.00	46.00	
Resq Pod	100.00	100.00	100.00	
Bone drill	100.00	110.00	110.00	
Suction				12.00
ANIMAL CONTROL SERVICES				
Pet License Fee - Un-neutered/un-spayed	30.00	30.00	30.00	31.00
Pet License Fee - Neutered/Spayed	15.00	15.00	15.00	16.00
**\$5.00 per license retained by registered veterinarian making sale				
Pet License Fee - Wild Animal	N/A	N/A	N/A	
Pet License Replacement Fee	5.00	5.00	5.00	
License Fees-late fee of \$10.00 after Feb 1	10.00	10.00	10.00	
Impoundment Fee - 1st Offense*	25.00	25.00	25.00	
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00	
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00	
Impoundment Fee - 4th Offense*	100.00	100.00	100.00	
*Impoundment includes a per day boarding fee				
Boarding Fee - Impoundment	12.00+tax/day	12.00+tax/day	12.00+tax/day	
Boarding Fee - Rabies observation	17.00+tax/day	17.00+tax/day	17.00+tax/day	
Rabies testing				15.00
Rabies observation transportation fee				25.00
Legal Proceeding holding fee				16.05+tax per day
Deemed "Potentially Dangerous" fee				100.00
Micro chip				25.00 per animal
				50.00 deposit
Live trap rental \$50.00 deposit per trap. When trap is returned in working order, there is a refund of \$40.00				40.00 refund when returned
AS OF JUNE 1, 2007, ALL ANIMALS ADOPTED FROM THE CITY OF GRAND ISLAND ANIMAL CONTROL PROVIDER WILL BE SPAYED OR NEUTERED AND HAVE CURRENT SHOTS				
Adoptions: Nuetered/spayed				
Dogs	100.00 + tax	100.00 + tax	100.00 + tax	
Cats & Kittens	100.00 + tax	100.00 + tax	100.00 + tax	
"VIP" Very Important Pets (Pure breed)	200.00 + tax	200.00 + tax	200.00 + tax	
Pickup and disposal of dead animals at owner's request	25.00	25.00	25.00	
Removal of wildlife from the home, garage or yard at home owner's request				
During business hours	N/C	N/C	N/C	
After regular business hours	N/A	N/A	N/A	
(No charge for removing skunks or bats)				

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
LIBRARY				
Overdue charge on Library Materials (per item per day)	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.15 Juvenile .30 Adult
Interlibrary loan per item (plus postage)	2.00	2.00	2.00	
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	
Photocopy/Computer Print (mono, 11"x17")	0.20	0.20	0.20	0.25
Photocopy/Computer Print (color, 8 1/2"x11")	0.70	0.70	0.70	0.75
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	
Microform Reader-printer copy	0.40	0.40	0.40	0.50
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	
FAX Services				
Outgoing - Staff assisted - U.S. only	1st page 3.00	1st page 3.00	1st page 3.00	
	2-10 page 1.25	2-10 page 1.25	2-10 page 1.25	additional pages 1.50
Incoming - Staff assisted	1st page 2.00	1st page 2.00	1st page 2.00	
	2-10 page 1.00	2-10 page 1.00	2-10 page 1.00	additional pages 1.00
Outgoing - Self service (Credit/Debit) - U.S.				1st page 1.50 additional pages 1.00
Outgoing - Self service (Credit/Debit) - International				1st page 4.95 additional pages 3.45
Non-Resident Annual Card Fee	0.00	40.00	40.00	
Computer use for work processing, database, spreadsheet applications	0.00	0.00	0.00	
Purchase of computer disk	1.00/disk	1.00/disk	1.00/disk	
PARKS AND RECREATION DEPARTMENT				
CEMETERY DIVISION				
Open/Close Grave (per burial) **oversize vault - add \$150.00**				
Urn Vault over 18" x 18" - Add \$50.00				
Adult	450.00	450.00	500.00	
Child	125.00	125.00	200.00	
Ashes	100.00	100.00	150.00	
After 4:00 pm Monday - Friday (must leave gravesite by 4:30)				
After 12:00 pm Saturday (must leave gravesite by 12:30)				
Adult	600.00	600.00	650.00	750.00
Child	175.00	175.00	200.00	275.00
Ashes	150.00	150.00	175.00	250.00
Sunday & Holiday Open/Close (per burial)				
Adult	750.00	850.00	900.00	1000.00
Child	300.00	350.00	375.00	450.00
Ashes	250.00	300.00	325.00	400.00
Disinternment				
Adult	750.00	750.00	800.00	
Child	250.00	250.00	300.00	
Cremation	250.00	250.00	300.00	
Tent/Equipment Use for Service (each use)	250.00	350.00	375.00	DELETE
Burial Space				
One	450.00	450.00	500.00	
Two	900.00	900.00	1000.00	
One-Half Lot (4 or 5 spaces)	1800.00	1800.00	2000.00	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Full Lot (8 or 10 spaces)	3600.00	3600.00	4000.00	
Babyland	100.00	100.00	125.00	
Cremation Space - Section J	200.00	200.00	225.00	
Transfer Deed (each new deed)	25.00	25.00	35.00	
RECREATION DIVISION				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Volleyball Program				
League Play - Per Team***	17.50	17.50	175.00-200.00 per session	175.00-225.00 per session
Basketball Program				
League Play - Per Team***	34.00	34.00	250.00-300.00 per session	250.00-325.00 per session
League A - Per Team***				DELETE
League B - Per Team***				DELETE
League C - Per Team***				DELETE
Flag Football Program				
League Play - Per Team***	25.00	25.00	225.00-300.00 per session	250.00-325.00 per session
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.				
Playground & miscellaneous Programs & camps			0-100.00	
Kinder camp & Playground Pals			10.00 per participant	
Lifeguard Training*	100.00	100.00	100.00	150.00
Lifeguard Instructor Training*	100.00	100.00	100.00	150.00
Water Safety Instructor Training*	100.00	100.00	100.00	150.00
Lifeguard Refresher Course*	125.00	25.00	25.00	50.00
Professional CPR Training*	50.00	50.00	50.00	100.00
Professional CPR Recertification*	25.00	25.00	25.00	50.00
*Plus any additional/increases assessed by the Red Cross				
Stolley Park Picnic Shelter (1/2 day)			25.00	
Stolley Park Picnic Shelter (all day)			50.00	
Stolley Park Kitchen (1/2 day)			25.00	
Stolley Park Kitchen (all day)			50.00	
Athletic Field Rental (per field)			25.00	50.00
Athletic Field Preparation (1 time) per field			25.00	50.00
Athletic Field Preparation Additional services per field			25.00-200.00	
Youth - Player participation fee (per child)				10.00
AQUATICS				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Lincoln Pool				
Daily Fees - 4 & under w/paying adult	Free	Free	Free	
Daily Fees - 5 to 15	2.25	2.25	2.25	
Daily Fees - 16 to 54	3.25	3.25	3.25	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Daily Fees - 55 & Over	2.25	2.25	2.25	
Pool Rental	70.00/hr	70.00/hr	70.00/hr	DELETE
Season Passes				
Children 5 - 15	30.00	30.00	30.00	DELETE
Adults 16 to 54	40.00	40.00	40.00	DELETE
Adults 55 and over	30.00	30.00	30.00	DELETE
Husband or Wife and Family	75.00	75.00	75.00	DELETE
Family	100.00	100.00	100.00	DELETE
Lincoln Swimming Lessons per person/per session	20.00	20.00	25.00	
WATER PARK				
	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	2.00/daily 4.00 deposit or driver's license
Locker/Life Jacket Rental				
Inner Tube Rental - Single	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	3.00/daily 1.00 deposit
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	
Daily Fees				
Children 4 & under w/paying adult	Free	Free	Free	
Children 5 to 15	6.00	6.00	6.00	7.00
Adults 16 to 54	7.00	7.00	7.00	8.00
Adults 55 and over	6.00	6.00	6.00	7.00
	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	
Twilight Fee after 7:00 pm				
Family One Day Pass (Family includes two adults and up to four children)	22.00	22.00	22.00	24.00
Season Passes				
Children 5 to 15	65.00	70.00	70.00	75.00
Adults 16 to 54	75.00	80.00	80.00	85.00
Adults 55 and over	65.00	70.00	70.00	75.00
Husband or Wife and Family	140.00	150.00	150.00	160.00
Family	170.00	180.00	180.00	190.00
Replace Season Pass	5.00	5.00	5.00	
Gold Season Passes				
Children 5 - 15			90.00	95.00
Adults 16 to 54			100.00	105.00
Adults 55 and over			90.00	95.00
Husband or Wife and Family			190.00	200.00
Family			225.00	235.00
Group Fees - Age Group				
10-29 people 5 to 15	5.75	5.75	5.75	6.75
10-29 people 16 to 54	6.75	6.75	6.75	7.75
10-29 people 55 and over	5.75	5.75	5.75	6.75
30-59 people 5 to 15	5.50	5.50	5.50	6.50
30-59 people 16 to 54	6.50	6.50	6.50	7.50
30-59 people 55 and over	5.50	5.50	5.50	6.50
60+ people 5 to 15	5.25	5.25	5.25	6.25
60+ people 16 to 54	6.25	6.25	6.25	7.25
60+ people 55 and over	5.25	5.25	5.25	6.25

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Consignment Program - Island Oasis				
Age 5-15	4.50	4.50	4.50	5.50
Age 16-55	5.50	5.50	5.50	6.50
55 - Over	4.50	4.50	4.50	5.50
Family	20.00	20.00	20.00	22.00
Pool Rental	400.00/1 hr, includes the use of inner tubes	400.00/1 hr, includes the use of inner tubes	400.00/1 hr, includes the use of inner tubes	425.00/1 hr includes use of inner tubes
Swimming Lessons	20.00 per session	20.00 per session	25.00 per session	
Souvenir Stand items			1.00-20.00	
Concession Stand Items			.50-15.00	
GOLF COURSE				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
All Golf Course Fees effective January 1, 2012				
Weekday Golfing				
Seniors 55 and older (weekdays & after 1:00 on weekends)				
9 holes	10.00	10.00	11.00	12.00
18 holes	14.00	14.00	16.00	17.00
9 holes	12.00	12.00	13.00	14.00
Additional 9 holes weekdays	4.00	4.00	5.00	
Additional 9 holes weekends	4.00	4.00	5.00	
Junior Golf-9 holes (weekdays & after 1:00 on weekends)	7.00	7.00	8.00	9.00
18 holes	16.00	16.00	18.00	19.00
Junior Golf-18 holes (weekdays & after 1:00 on weekends)	11.00	11.00	13.00	14.00
Weekend/Holiday Golfing				
9 holes	14.00	14.00	15.00	16.00
18 holes	18.00	18.00	20.00	21.00
Passes (annual)				
Adult Seven Day	495.00	495.00	520.00	
Additional Family Member	220.00	220.00	230.00	
Family Pass	715.00	715.00	750.00	
Adult Five Day Pass (Mon-Fri only)	368.00	368.00	390.00	
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	150.00	150.00	160.00	
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	285.00	285.00	299.00	
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	1.87	1.87	1.87	2.34
Cart Rental				
9 holes, per rider	8.00	8.00	8.00	9.00
18 holes, per rider	12.00	12.00	12.00	13.00
Golf Cart Punch Cards - 9 holes	99.00	99.00	99.00	115.00
Golf Cart Punch Cards - 18 holes	155.00	155.00	155.00	169.00
Group Fees/Discount Booklets				
25 - Rounds	350.00	350.00	375.00	
50 - Rounds	690.00	690.00	740.00	
100 - Rounds	1350.00	1350.00	1450.00	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Green Fee Discounts for large groups				
25-49 people	5%	5%	5%	
50-100 people	10%	10%	10%	
Over 100 people	15%	15%	15%	
HEARTLAND PUBLIC SHOOTING PARK				
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
All Heartland Public Shooting Park fees effective January 2, 2012				
Archery (Adult) Practice range	5.00	5.00	5.00	
Archery (Adult) 3D				15.00
Archery (Youth) Practice range	2.50	2.50	2.50	
Archery (Youth) 3D				8.00
Adult Skeet/trap per round (25 targets/round)	5.00	5.25	5.50	5.75
Skeet/Trap - Youth Rate (age 18 & under)	3.50	3.75	4.00	4.25
Skeet/Trap Punch Card rate - 12 rounds @ 4.34/round	55.00	57.50	57.50	63.75
Adult Sporting Clays per round (50 targets/round)	15.00	16.00	16.00	17.00
Adult Sporting Clays per round (100 targets/round)	27.50	28.50	28.50	30.50
Sporting Clays - Punch Card rate - 6 rounds @ 11.66/round	80.00	85.00	85.00	91.00
Youth Sporting Clays per round (50 target/round)	10.00	11.00	11.00	12.00
Youth Sporting Clays per round (100 target/round)	20.00	22.00	22.00	24.00
Counters - Trap/Skeet (per target)	0.13	0.13	0.13	0.16
Counters - Sporting clays (per target)	0.19	0.22	0.22	0.26
Adults 5 Stand per round (25 targets/round)	6.00	6.00	6.00	6.50
Youth 5 Stand per round (25 targets/round)	4.00	4.00	4.00	4.50
Daily fee Rifle/Handgun Adult **	10.00**	10.00**	10.00**	
Daily fee Rifle/Handgun Youth **	5.00**	5.00**	5.00**	
Punch Cards (6 days at \$7.50)	45.00	45.00	45.00	
Family Pass Rifle/Handgun (12 months)	150.00	150.00	150.00	
.22 Rimfire Range Adult	10.00	10.00	10.00	
.22 Rimfire Range Youth	5.00	5.00	5.00	
Rifle Range Rental w/o RSO (Law Enforcement per day)*	100.00*	100.00*	100.00*	
Rifle Range Rental with RSO (Law Enforcement per day)	200.00	200.00	200.00	
Rifle Range Rental w/o RSO (Business Rate per day)*	150.00*	150.00*	150.00*	
Rifle Range Rental with RSO (Business Rate per day)	250.00	250.00	250.00	
Golf Cart Rental per round (per rider)	3.00	4.00	4.00	
Golf Cart Rental per half day		25.00	25.00	
Golf Cart Rental per day (4 rider limit)	50.00	50.00	50.00	
Range time for Instructors with staff 5 per student minimum charge		20.00	20.00	
Range time for Instructors without staff per student with no minimum		15.00	15.00	
Classroom Rental (Shooting Sports Educational per day)	100.00	100.00	100.00	
Classroom Rental (Business Rate per day)	200.00	200.00	200.00	
Classroom Rental with associated shooting event	N/C	N/C	N/C	
Camping with electricity/water (per night)	20.00	20.00	20.00	
Camping no water/electricity (per night)	5.00	5.00	5.00	
Stolley Park Train				
Individual Rates				
Ages 1 and under w/paying adult	Free	Free	Free	
Ages 2 & 3 w/paying adult			1.00	
Single rider (4 and over)	3.00	2.00	2.00	
10 Ride Punch Card (savings of 2.50)	17.50	17.50	17.50	
25 Ride Punch Card (savings of 12.50)	37.50	37.50	37.50	
50 Ride Punch Card (savings of 37.50)	62.50	62.50	62.50	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Unlimited rides		100.00/hour	100.00/hour	
Group Rates				
10 to 24 Riders	1.75 each	1.75 each	1.75 each	
25 - 49 Riders	1.50 each	1.50 each	1.50 each	
50 + Riders	1.25 each	1.25 each	1.25 each	
Community Fieldhouse				
Admission & Rental Prices				
Drop In:				
Children under 2			Free	
Children (2-4)			2.00	
Youth (5-18) & Seniors (55 & older)			3.00	
Adults			5.00	
City League Families "Game Night" Discount				
Children under 2			Free	
Children (2-4)			1.00	
Youth (5-18) & Seniors (55 & older)			2.00	
Adults			4.00	
(use of entire facility as long as area not previously reserved)				
Rental (Hourly)				
Full Turf Field (Primary hours)			110.00	
Full Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00				80.00
Half Turf Field (Primary hours)			60.00	
Half Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00				40.00
Basketball Court (Primary hours)			30.00	
Basketball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00				20.00
Volleyball Court (Primary hours)			20.00	
12:00				15.00
City League Team Practice Discount (hourly)				
Full Turf Field			100.00	DELETE
Half Turf Field			55.00	DELETE
Basketball Court			25.00	DELETE
Volleyball Court			15.00	DELETE
Batting Cage Rental				
15 Minutes			10.00	
Hour			35.00	25.00
City League Team Practice Discount				
15 minutes			n/a	DELETE
Hour			30.00 (each add'l hour)	DELETE
Multi Use Discount				
For every 10 hours you rent, you get the 11th hour free				DELETE
				DELETE
League Fees:				
Youth Soccer			50.00 per person	60.00 per person
Per Team Leagues			190.00 - 600.00	
Small meeting room			15.00/hr	
Kitchen/large room				30.00/hour

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Birthday Party pkg #1: Half field rental/room rental, up to 20 children (\$3.00 per additional child)				80.00/hour
Birthday Party pkg #2: Whole field rental/room rental, up to 30 children (\$3.00 per additional child)				150.00/hour
Bouncer rental				20.00/hour
Facility rental (before or after hours)				200.00/hour
Overnight Lock in Package 9:00 pm - 7:00 am				900.00
Clinics/camps/tournaments				10.00 - 500.00
Season Passes for Fieldhouse				
Toddler Pass (6 and under)				40.00
Youth Pass (7-18)				60.00
Adult Pass (18-55)				100.00
Senior (55+)				60.00
Planning				
Zoning				
Zoning Map Amendment: Grand Island	400.00	400.00	750.00	
Ordinance Amendment	500.00	500.00	750.00	
CD, RD, TD Rezoning, Grand Island	500.00	500.00	750.00	
Subdivisions				
Preliminary Plat	350.00 plus 10.00/lot	350.00 plus 10.00/lot	400.00 plus 10.00/lot	
Final Plat - Administrative Approval				
Grand Island	25.00	25.00	50.00	
Final Plat				
Grand Island Jurisdiction	325.00	325.00	400.00 plus 10.00/lot	420.00 plus 10.00/lot
Vacation of Plat	200.00	200.00	200.00	250.00
Lots more than 10 acres				
Comprehensive Plan				
Map Amendment	400.00	400.00	750.00	
Text Amendment	400.00	400.00	750.00	
Publications				
Grand Island Street Directory	10.00	10.00	10.00	15.00
Comprehensive Plan				
Grand Island	75.00	75.00	75.00	
Other Municipalities	50.00	50.00	50.00	
Zoning Ordinances				
Grand Island	15.00	15.00	25.00	
Other Municipalities	10.00	10.00	25.00	
Subdivision regulations				
Grand Island	15.00	15.00	15.00	
Other Municipalities	10.00	10.00	15.00	
Grand Island				
800 Scale Zoning Map Unassembled	100.00	100.00	100.00	
Generalized Zoning Map	40.00	40.00	50.00	
Future Land Use Map	40.00	40.00	50.00	
Grand Island Street Map	10.00	10.00	10.00	15.00
Hall County				
Zoning Map Generalized	25.00	25.00	50.00	
Zoning Map 2" = 1 mile	45.00	45.00	75.00	
Road Map	10.00	10.00	10.00	15.00

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Wood River, Cairo, Doniphan, Alda				
Basemap	5.00	5.00	5.00	
Zoning Map	30.00	30.00	50.00	
Other Maps				
School District Maps	30.00	30.00	50.00	
Election District Maps	30.00	30.00	50.00	
Fire District Maps	30.00	30.00	50.00	
Custom Printed Maps	10.00/sq foot in	10.00/sq foot in	15.00/sq ft	
Electronic Publications				
GIS Data CD	50.00	50.00	100.00	
Aerial Photograph CD (MrSID Format)	50.00	50.00	100.00	
Comprehensive Plans All Jurisdictions	50.00	50.00	100.00	
Zoning and Subdivision Regulations All Jurisdictions	20.00	20.00	50.00	
Custom PDF Map			25.00/ 1/2 hr	
Research & Documentation Fee	95.00/hr Minimum 2 hr	95.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	
Flood Plain				
Letter of Map Interpretation			10.00	20.00
Review and Submission of LOMR			50.00	
POLICE DEPARTMENT				
Copy of Reports (see below)	2.00	2.00	2.00	DELETE
Copy of Records 1-5 pages (for all pages, not each page)	1.00	1.00	1.00	DELETE
Copy of Records 6-10 pages (for all pages, not each page)	2.00	2.00	2.00	DELETE
Copy of Records 11-15 pages (for all pages, not each page)	3.00	3.00	3.00	DELETE
Bicycle License (one time)	0.00	0.00	0.00	DELETE
Copy of Reports/Walk in				2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments
Copy of Reports/Mail or fax				4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments
Firearms Permit	5.00	5.00	5.00	10.00
Towing Fee - Day	Actual Cost	Actual Cost	Actual Cost	
Towing Fee - Night	Actual Cost	Actual Cost	Actual Cost	
Impoundment Fee for TOWED Vehicle	30.00	30.00	30.00	
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00	
Alcohol Test for DUI (each time)	105.00	149.15	149.15	
Solicitor's Permit (30 day permit) *used to be under Administration	25.00	25.00	25.00	
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	
Street Vendor's Permit - 30 days	25.00	25.00	25.00	
Street Vendor's Permit - 90 days	60.00	60.00	60.00	
Street Vendor's Permit - 365 days	200.00	200.00	200.00	
Parking Ramp Permit Fees:				
Lower Level:"Reserved Monthly"	25.00/month	25.00/month	25.00/month	
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	15.00/month	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Downtown Metered Parking		20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	
Additional 60 minutes or fraction thereof		20.00	20.00	
Downtown Express Zone Parking		25.00 per 21 to 40 minues	25.00 per 21 to 40 minues	
Additional 20 minutes or fraction thereof		25.00	25.00	
Police Issued Parking Tickets (tickets issued away from downtown)	10.00	10.00	10.00	20.00 DELETE
Parking Ramp Boot Fee	25.00	25.00	25.00	
Chamber Lot Parking Fee	10.00/year	10.00/year	50.00/year	
Chamber Lot Boot Fee	25.00	25.00	25.00	DELETE
Vehicle Auction Bid Fee (per event)			10.00	
Photographs/E-mail				10.00
Photographs/CD				15.00
PUBLIC WORKS DEPARTMENT				
ENGINEERING				
Cut and/or Opening Permit	15.00	15.00	15.00	
Sidewalk and/or Driveway permit	15.00	15.00	15.00	
Sewer Tap Permit (Breakdown: PW 23.80, Building 46.20)	30.00	35.00	35.00	70.00
GIS CD Aerial photos on CD or DVD	50.00	50.00	50.00	
s.f. Paper Prints				
Traffic Count Map	10.00	10.00	10.00	
Aerial Photos - Individuals, businesses and consultants working for profit	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.50/sf	
Directory Map	Planning sells	Planning sells	Planning sells	
Computer setup	15.00	15.00	15.00	
Quarter Section or any part thereof	5.00	5.00	5.00	
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	15.00	
License Agreement Application (Non-refundable)	100.00	100.00	100.00	
License Agreement Appeal	50.00	50.00	50.00	
Permit and Plan Review Fee	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	.50/sf	
Application for vacation of Right-of-Way or Easement (Non-refundable)	100.00	100.00	100.00	
Investigation Fee (per Section 30-28 of City Code)		35.00	35.00	
STREETS DIVISION				
Pavement cut (sawed), whether bituminous or concrete	4.00/lf + 25.00 callout	4.50/lf + 30.00 callout	4.50/lf + 30.00 callout	
Curb section milling for driveways	7.50/lf + 25.00 call out and permits	8.50/lf + 30.00 callout and permits	8.50/lf + 30.00 callout and permits	
Remove & replace 4" Concrete Sidewalk	5.00/sf	5.75/sf	5.75/sf	
Remove & replace 5" Concrete Sidewalk or Drive	5.75/sf	6.50/sf	6.50/sf	
Replace 6" Concrete Paving with 7" Concrete Paving	38.00/sy	43.50/sf	43.50/sf	
Add 1 inch additional thickness over 6" concrete pavement	3.25/sy	3.75/sy	3.75/sy	
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	48.00/sy	55.00/sy	55.00/sy	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Replacement of 6" bituminous surfaced pavement without a concrete base	40.00/sy	46.00/sy	46.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving	35.00/sy	40.00/sy	40.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off season)	45.00/sy	52.00/sy	52.00/sy	
Block party closure (waived for "National Night Out")				50.00
WASTEWATER TREATMENT (as Approved by Ordinance)				
Sewer Tap Permit (See engineering fees)				
Sewer Service Charge per month	8.24	8.24	8.24	
Monthly sewer bill for customers not hooked to City water	19.24	19.24	19.84	
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.61	0.61	0.63	0.68
SEPTIC TANK CHARGES				
Charges for Septic Tank Sludge minimum fee	7.64	7.64	8.00	8.40
Charges for Septic Tank Sludge per 100 gallons	6.96	6.96	7.20	7.40
Charges for High Strength Septic Sludge per 1,000 gallons	400.00	400.00	410.00	420.00
FLOW CHARGES (Changes effective 1-1-2012)				
Cost per 100 Cubic feet of Flow (customers discharging directly into City's Treatment Plant)		1.29	1.20	1.18
Cost per 100 Cubic feet of Flow (customers using City's collection system)	1.37	1.45	1.68 *	1.78
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	0.418	0.5800	0.777 *	0.7800
INDUSTRIAL WASTE SURCHARGES (Changes effective 1-1-2012)				
BOD Charge \$/lb over 250 mg/l	0.2806	0.2806	0.3042 *	0.3633
SS Charge \$/lb over 250 mg/l	0.2180	0.2180	0.2180 *	0.2450
Oil & Grease \$/lb over 100 mg/l	0.0115	0.1465	0.1465 *	0.077
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.3729	0.5539	0.5701 *	0.5701
Ammonia (over 30 mg/l)			*	0.5701
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES (Changes effective 1-1-2012)				
SS Charge (\$/lb over 0 mg/l)	0.218	0.2180	0.2180 *	0.2450
Oil & Grease (\$/lb over 0 mg/l)	0.0115	0.1465	0.1465 *	0.077
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.3729	0.5539	0.5701 *	
Nitrates (over 25 mg/l)			1.8372 *	1.8739
* Charges to be effective Jan 1, 2012*				
HYDROGEN SULFIDE CHARGES				
Total Sulfide charges for industrial discharging directly into City's Treatment Plant + \$9160.00 per month, plus total sulfide \$/lb over 0 mg/l	0.1215	0.3569	0.3899	
Total Sulfide \$/lb over 0 mg/l (for customer's using City's collection system)	0.1252	0.3569	0.3899	
SOLID WASTE				
Minimum Charge (Landfill)	1 ton	1 ton	1 ton	
Minimum Charge (Transfer Station) (up to 260 pounds)	12.00	12.00	12.00	5.00
A penalty will be applied at both locations (Transfer Station and Landfill) when the delivering vehicle is not properly equipped or the load is not completely covered.				
Passenger tire	3.25/tire	3.25/tire	3.25/tire	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Passenger tire on rim	13.25/tire	13.25/tire	13.25/tire	
Truck tire	10.00/tire	10.00/tire	10.00/tire	
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire	
Implement tire	25.00/tire	25.00/tire	25.00/tire	
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire	
Special Waste (as designated by Superintendent)* Fee set by Superintendent based on product received	Double the applicable rate	Double the applicable rate	Double the applicable rate	
Drive Off Fees	25.00	25.00	25.00	
Appliances	10.00	10.00	10.00	
LANDFILL SITE				
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.				
General Refuse, solid waste (Residential Packer Truck)	27.50/ton	27.50/ton	27.50/ton	
General Refuse, solid waste-- and demolition material (Commercial/Rolloffs)	31.20/ton	31.20/ton	31.20/ton	
Contaminated Soil	15.00/ton	15.00/ton	15.00/ton	
Street Sweepings	4.00/ton	4.00/ton	4.00/ton	
Liquid waste - sludge	not accepted	not accepted	not accepted	
Asbestos	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	
Tails & by-products	34.40/ton	34.40/ton	34.40/ton	
Automotive Fluff				20.00/ton
Late load fee				25.00/load
Set pricing for special projects with the approval of the Public Works Director and City Administrator				
TRANSFER STATION				
General Refuse, solid waste (Residential Packer Truck)	29.85/ton	29.85/ton	29.85/ton	
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	37.10/ton	37.10/ton	37.10/ton	
COMPOST SITE				
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler				
Private Vehicles Yard Waste - clean grass, leaves or other compostable yard and garden waste, tree limbs/branches	No Charge	No Charge	No Charge	
Commercial Hauler Yard Waste - clean grass, leaves or other compostable yard and garden waste	37.10/ton	37.10/ton	37.10/ton	
Commercial Hauler - tree limbs/branches	37.10/ton	37.10/ton	37.10/ton	
UTILITY SERVICE FEES				
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	
Return Check Charge	30.00	30.00	35.00	
Turn on Charge (non payment)	35.00	35.00	40.00	
After 4:30 pm on a business day Turn on Charge (non payment)	200.00	200.00	275.00	375.00
Trip Fee - Disconnect personnel (Applicable when payment is made to stop disconnection when disconnect personnel are on site)			35.00	
Final notice fee - applicable when a trip is required to notify of a pending utility shut off				30.00
Backflow Processing Fee	2.00/month	2.00/month	2.00/month	

Proposed Fee Schedule for 2012				
	2009	2010	2011	2012
Temporary Commercial Electric Service	125.00	130.00	130.00	
Service Charge (new connections, transfer service)	17.00	18.00	19.00	20.00
Fire Sprinkler System Connection Fee	90.72/year	93.93/yr	93.96/yr	
Temporary Water Meter on Fire Hydrant	85.00	90.00	95.00	
Locate Stop Box	35.00	35.00	40.00	
Pole Attachment Fee	4.00/yr	4.00/yr	4.00/yr	
Water Service				
3/4"	1200.00	1200.00	1300.00	
1"	1300.00	1300.00	1400.00	
Excavation Credit	165.00	165.00	225.00	
Bill and collect Sewer (monthly charge)	9610.00	10125.00	10450.00	
Unauthorized connections/re-connections, meter tampering	200.00	200.00	275.00	375.00
Water Main Taps - 2" or less	90.00	100.00	110.00	
FINANCE DEPARTMENT FEES				
Returned Check Charge (All City Departments)	30.00	30.00	35.00	
Handicap Parking Permit	0.00	0.00		

RESOLUTION 2011-227

WHEREAS, the 2011/2012 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the Fee Schedule rates are incorporated into the Fiscal Year 2011/2012 Budget revenue numbers; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2011/2012 proposed Fee Schedule be accepted and incorporated into that year's budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item I2

#2011-256 - Consideration of Approving General Property and Parking District #2 (Ramp) Tax Request

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

Staff Contact: Mary Lou Brown

RESOLUTION 2011-256

WHEREAS, Nebraska Revised Statute Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City that the property tax request for the current year be a different amount than the property tax request for the prior year; and

WHEREAS, the final levy of the Municipality for the fiscal year 2011-2012 for all general municipal purposes is set at .3241 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2011-2012 for Parking District No. 2 is set at .019566 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2011-2012 for the Community Redevelopment Authority is set at .026 per one hundred dollars of actual valuation.

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

1. The amount to be raised by taxation for all general municipal purposes for the fiscal year commencing on October 1, 2011 in the amount of \$7,970,431 shall be levied upon all the taxable property in the City of Grand Island and based on a current assessed valuation of \$2,459,250,522; and
2. The amount to be raised by taxation for Parking District No. 2 for the fiscal year commencing October 1, 2011 in the amount of \$8,000 shall be levied upon all the taxable property within Parking District No. 2 and based on a current assessed valuation of \$40,888,254; and
3. The amount to be raised by taxation for the Community Redevelopment Authority for the fiscal year commencing October 1, 2011 in the amount of \$639,405 shall be levied upon the taxable property in the City of Grand Island and based on a current assessed valuation of \$2,459,250,522.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item I3

**#2011-257 - Consideration of Approving 1% Increase to the Lid
Limit**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: September 13, 2011

Subject: Consideration of Approving 1% Increase to the Lid Limit

Item #'s: I-3

Presenter(s): Mary Lou Brown, Finance Director

Background

In 1998, the Nebraska State Legislature passed LB989, which put a cap on the amount of restricted revenues a political subdivision can budget. The restricted revenues that the City of Grand Island includes in the budget are Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and State Aid. Of these restricted revenues, property tax is the only revenue which the City can control.

Discussion

Each year, political subdivisions are allowed by State Statute to raise the restricted revenue base from the prior year by 2.5%. The base may also be increased if the growth in taxable valuation is higher than the allowed 2.5%. A third way to increase the base is to have the Political Subdivision governing board (City Council) vote to increase the base by an additional 1%. The base amount is then the maximum amount of restricted revenues the City can receive. If the City is not at the base amount, the remaining amount is carried forward as unused authority. The increase in restricted funds authority using the 1% additional amount and the population growth factor is not an increase in budgeted revenues. It only provides the ability to increase restricted revenues, particularly property tax, in a future year as necessary, if Council so decides. Approval of the 1% increase does not increase authorized expenditures and is prudent fiscal management.

Alternatives

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

1. Approve the 1% increase to the Lid Limit.

2. Disapprove or deny the 1% increase.

Recommendation

City Administration recommends that the Council approve the increase to the Lid Limit.

Sample Motion

Move to approve the 1% increase to the Lid Limit for the 2011-2012 Budget.

RESOLUTION 2011-257

WHEREAS, pursuant to Neb. Rev. Stat. §13-519, the City of Grand Island is limited to increasing its total of budgeted restricted funds to no more than the prior year's total of budgeted restricted funds plus population growth plus two and one-half percent (2 1/2%) expressed in dollars; and

WHEREAS, §13-519 authorizes the City of Grand Island to exceed the foregoing budget limit for a fiscal year by up to an additional one percent (1%) increase in budgeted restricted funds upon the affirmative vote of at least 75% of the governing body; and

WHEREAS, the Annual Budget for Fiscal Year 2011-2012 and Program for Municipal Services in the Lid Computation for FY2011-2012 and Program for Municipal Services in the Lid Computation for FY2011-2012 supported by the detail relating to restricted revenue accounts, proposes an additional increase in budgeted restricted funds of one percent (1%) as provided by the statute; and

WHEREAS, approval of the additional one percent (1%) increase in budgeted restricted funds is prudent fiscal management, does not increase authorized expenditures and is in the best interests of the City of Grand Island and its citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that by affirmative vote by more than 75% of the City Council, budgeted restricted revenue funds for Fiscal Year 2011-2012 shall be increased by an additional one percent (1%) as provided by Neb. Rev. Stat. §13-519.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item I4

**#2011-258 - Consideration of Approving the IBEW
(Service/Clerical) Labor Agreement**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 13, 2011

Subject: Approving Labor Agreement between the City of Grand Island and Union Local No. 1597, I.B.E.W, AFL-CIO

Item #'s: I-4

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Employees in many City departments currently work under the conditions outlined in the labor agreement between the City of Grand Island and the Union Local No. 1597, I.B.E.W., AFL-CIO. This group is more commonly referred to as the IBEW Service/Clerical. The current contract will expire as of midnight September 30, 2011. The City's negotiating team and IBEW'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.

Discussion

The proposed contract will run from October 1, 2011 through September 30, 2012. A 1.75% wage increase was negotiated. Other changes in the contract include the addition of the Community Development Specialist and the renaming of the GIS Specialist to GIS Coordinator. A ten cent shift differential has been added for the position of Public Safety Dispatcher. The differential pay will be for an employee whose shift begins between 3:00 p.m. and 11:00 p.m. and will be paid for actual hours worked only. Vacation time will be debited in half hour increments. Medical leave to care for immediate family members has been increased from forty hours to eighty hours. Grandchildren have been moved from non-immediate family to immediate family in the Bereavement Leave policy. Temporary Disability is more defined and matches the language commonly used in other IBEW contracts. Non-binding arbitration was added in the disciplinary process for employees who are suspended without pay, demoted or terminated. This would be a step to follow a Mayoral Hearing. Language was added in the Grievance Procedure that states that either party has the right to litigate their claims in District Court.

Other changes were formatting or clean-up language that is outdated in the contract.

Alternatives

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

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

Recommendation

The negotiating team recommends the approval of the labor agreement between the City of Grand Island and Union Local No. 1597, IBEW, AFL-CIO.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and Union Local No. 1597, IBEW, AFL-CIO.



and

UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO

October 1, 2011 through September 30, 2012

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AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2011, by and between the CITY OF GRAND ISLAND (hereinafter referred to as the "City"), and UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective from October 1, 2011 through and including September 30, 2012.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering into this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time, regular status, non-supervisory employees in the following positions employed with the City. Nothing contained in this Article shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to the expiration of this agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts the decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union during the term of this Agreement. Employees represented by this bargaining agreement are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. EMPLOYEE CLASSIFICATIONS

Administrative Assistant (Fire, Public Works, Utilities)
Accounting Technician (Streets)
Accounts Payable Clerk
Audio Video Technician
Building Inspector
Public Safety Dispatcher
Community Development Administrator
Community Development Specialist
Computer Programmer
Computer Operator
Computer Technician
Custodian (Police)
Electrical Inspector
Emergency Management Coordinator

Engineering Technician (Public Works)
Evidence Technician (Police)
GIS Coordinator
Maintenance Worker I & II (Building, Library, Police)
Plans Examiner
Planning Technician
Plumbing Inspector Backflow
Plumbing Inspector
Police Records Clerk
Secretary (Finance, Building, Parks & Rec., Planning, Utilities)
Shooting Range Operator
Stormwater Technician (Public Works)

Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Hours worked shall include actual hours worked and shall not include paid leave, holidays, and vacation when calculating overtime. The City shall strive to make reasonable efforts so that all changes and work schedules, except in cases of emergency, shall be posted for all affected employees to see at least seventy-two (72) hours before the change is effective. Twenty-eight (28) days notice for shift workers will be provided for long term shift reassignments; however, the City retains the right to reassign at any time for extraordinary circumstances or disciplinary reasons.

B. REST PERIODS

Employees may take a 15-minute rest period during the approximate middle of each one-half (1/2) work day; provided, however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If it is not feasible to grant any such rest periods, employees shall not receive additional pay or additional time off in lieu thereof. Non-shift employees shall be allowed at least one-half hour off, without pay, for a meal as close to the middle of the shift as possible. The employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one (1) hour after the employee arrives at work, or one (1) hour before the employee leaves work. Rest periods are considered work time. The provisions of this section may not be used for the purpose of regular and routine denial of rest periods.

C. SHIFT DIFFERENTIAL

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classifications listed below who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

Public Safety Dispatcher

D. OVERTIME AND COMPENSATORY TIME

1. Non-exempt employees who perform work in excess of forty (40) hours in a workweek, shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for the excess hours worked. Compensation shall be in compensatory time or cash payment, at the option of the employee.

2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.

3. This article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

5. In lieu of payment for overtime hours worked, the City may grant compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to sixty (60) hours annually but an employee may only have up to sixteen (16) hours in their bank at any one time with the year commencing October 1st. All compensatory time that is not used prior to the last pay period before September 15th of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The payout for the unused compensatory time shall occur in the last full pay period prior to or on September 15th, if September 15th is the last pay period of said year. It shall be permissible to use less than eight (8) hours at a time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of compensatory time is to be requested prior to being taken and the request may be denied as may any other leave request. Requests for the use of accrued compensatory time shall not be unreasonably denied.

6. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

E. CALL-BACK PAY

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the work site, he or she shall be compensated as set forth above, but the minimum compensation will be one (1) hour instead of two (2).

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

New Year's Day	Veteran's Day
Thanksgiving Day	Friday following Thanksgiving
Memorial Day	Labor Day
Independence Day	Christmas Day

B. HOLIDAY PAY AND HOLIDAY ON PAY

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

C. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; except, if you work in a shift position or any department that is open and operating twenty-four (24) hours a day seven (7) days a week, then the holiday shall be recognized on its actual day.

D. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

E. PERSONAL DAY

Four (4) personal leave days will be given to employees each contract year. One personal leave day will be given in October and must be taken by March 15th. The second personal leave day will be given in April and must be taken by September 15th. In addition to the two (2) personal leave days, the City will provide two (2) annual personal leave days that will be granted on October 1st and must be used by September 15th. Personal leave days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. Personal leave not taken by the dates set forth above expires and does not carry over. Employees will not be compensated for unused or expired personal leave days.

ARTICLE IV – VACATIONS

A. ELIGIBILITY

All full-time regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one half (1/2) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six-month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

2.	Years 2 through 4	Eighty (80) Hours
3.	Years 5 through 6	One Hundred Twenty (120) Hours
4.	Years 7 through 8	One Hundred Twenty-Eight (128) Hours
5.	Years 9 through 10	One Hundred Thirty-Six (136) Hours
6.	Years 11 through 12	One Hundred Forty-Four (144) Hours
7.	Years 13 through 14	One Hundred Fifty-Two (152) Hours
8.	Years 14 through 19	One Hundred Sixty (160) Hours
9.	Years 20 through 24	One Hundred Sixty-Eight (168) Hours
10.	Year 25 and beyond	One Hundred Seventy-Six (176) Hours

All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor.

2. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Each employee shall take a minimum vacation of five (5) consecutive days. In the event a holiday falls within the mandatory five-day term, such holiday use will satisfy the mandatory term requirements.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

The Department Director and/or supervisor shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two (2) vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice with a minimum of five (5) work days and a maximum of as many consecutive days as said employees has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the prime vacation schedule. The prime vacation schedule shall be completed by all employees in the effective job classification before the secondary vacation schedule is initiated for that classification.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.

2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year plus eighty (80) hours.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

ARTICLE V MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. AMOUNT AUTHORIZED

1. Medical Leave. Medical leave shall be credited to all full-time employees as follows:

- a. Eight (8) hours for each full calendar month of service.
- b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family.

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty (80) hours of medical leave per year to care for immediate family members.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.

6. Medical leave shall not be granted in advance of accrual.

7. Leave without pay may be granted for sickness extending beyond the earned credits.

8. After six (6) continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.

9. Medical leave shall not continue to accrue while an employee is on unpaid leave.

10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized; provided, that medical leave shall be debited in no less than one-half ($\frac{1}{2}$) hour units.

C. PROOF OF ILLNESS

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician. The Department Director may require this statement or other proof for an absence chargeable to medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate medical leave to a maximum of one thousand eighty-four (1084) hours.

2. All employees shall be paid forty percent (40%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

3. All employees shall be paid forty percent (40%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for this medical leave shall go to the employee's VEBA account.

F. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it

was reasonably possible to do so, no medical leave shall be approved. Upon return to work, the employee shall submit a leave form to his or her supervisor.

G. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations and amendments thereto.

H. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean grandparents, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, grandchildren, siblings, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

The provisions relating to military leave shall be as provided by Nebraska Statutes.

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity, provided, however, that when the employee is a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

B. PROCEDURE

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty.

C. FEES

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof.

ARTICLE VIII - LEAVE WITHOUT PAY

A. PROCEDURE

The provisions relative to leave without pay shall be as follows:

1. Leave without pay may be granted to an employee upon approval of the City when it is in the best interest of the City for any good cause. A Department Director may grant an employee leave without pay for up to thirty (30) days time. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.

2. Vacation and medical leave credits shall not be earned during leave without pay.

3. Leave without pay shall not constitute a break in service, but time off will not be credited towards retirement.

4. Leave without pay for more than fifteen (15) days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.

5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.

6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

ARTICLE IX – LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act may be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

B. 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 in the employee's job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that the disability begins.

Injury leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary injury leave.

2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.

3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, leave pay, and amounts collected from any other party (except the employee's private insurance) shall not exceed the employee's net salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

D. SUBROGATION

The City reserves a right of subrogation because of payment to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment. Should the employee collect from a third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

E. LIMITATION OF LEAVE

Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty (150) consecutive days from the original date the disability begins.

Any employee whose employment by the City is terminated due to exceeding the 150 day period or extension shall be compensated for any remaining unused medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period and will be compensated for any unused medical leave as in the case of retirement.

F. LIGHT DUTY POLICY

The City may provide light duty work when possible for a defined period of time, not to exceed one hundred fifty (150) days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability unless the employee is willing to return sooner. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave.

G. WORKER'S COMPENSATION AND FMLA

Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's 12 week FMLA entitlement.

H. LEAVE NOT CUMULATIVE

The maximum periods for leave to supplement workers compensation and light duty are concurrent and not cumulative. Neither leave to supplement workers compensation nor light duty will be available to employees following one hundred fifty consecutive (150) days from the original date the employee is unable to perform the job duties as defined by the employee's job description because of an on-the-job injury.

I. DRUG TEST FOR CAUSE

Any employee that is involved in a worker's compensation claim involving an injury or an accident involving an injury shall be required to submit to a drug test for cause. Additionally, if an employee is operating a city vehicle and is involved in an accident while in the operation of said vehicle, there shall be a drug testing for cause. Any employee involved in any such injury or accident shall immediately notify his or her supervisor and the Human Resources Department so that immediate arrangements can be made for the drug testing to promptly be carried out.

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three (3) consecutive days is considered to have resigned unless waived by the City.

B. LEAVE FORM

For all leaves except unforeseeable medical leave or other emergency situations, a written request on the authorized leave form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to taking leave. In the case of unforeseeable medical leave or other emergency situation, the form shall be completed and submitted for approval upon the employee's return to duty. Unless a leave form approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

ARTICLE XI - PENSION RETIREMENT PLAN

A. PENSION

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

ARTICLE XII - SENIORITY

A. SENIORITY

1. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.

2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service with the City without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.

3. After an employee satisfactorily completes his or her initial introductory period of employment with the City, his or her seniority shall be effective from the date on which the employee was hired.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.

5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment.

6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the factors that will be taken into consideration, in no particular order of importance, shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee; and
- The multiple job skills recently or currently being performed by the employee.

A determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees

within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of 2 years after layoff. If, within 2 years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After 2 years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. SURVEY

1. The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Salina, Kansas; Hastings, Nebraska; Kearney, Nebraska; Council Bluffs, Iowa; and North Platte, Nebraska. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

B. CONTRACT YEAR 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 increased by 1.75% and are set out in attached Exhibits "A". The pay ranges will be implemented the first full pay period on or after October 1, 2011.

C. FUTURE CHANGES AND RATE OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations for ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

D. PAY PLAN

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1	Entry Level
Step 2	Upon successful completion of one (1) year of service in Step 1
Step 3	Upon successful completion of one (1) year of service in Step 2
Step 4	Upon successful completion of one (1) year of service in Step 3
Step 5	Upon successful completion of one (1) year of service in Step 4
Step 6	Upon successful completion of one (1)) year of service in Step 5
Step 7	Upon successful completion of one (1) year of service in Step 6
Step 8	Upon successful completion of one (1) year of service in Step 7

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.

3. Employees received the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

4. In no case shall any employee be advanced beyond the maximum rate of pay grade for his or her class of position.

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.

2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee may request representation from the Union.

C. DISCIPLINE PROCEDURES

Chapters 1, 2 and 3 of the City Personnel Rules in effect as of 10/1/2011 and as may be amended if agreed to by both parties, shall apply to all disciplinary procedures for members of this bargaining unit. In the case of suspension without pay, demotion, or termination, the employee or the Union may request non-binding arbitration as set forth below if they are dissatisfied with the Mayor's determination if a Mayoral hearing is requested as outlined in the Personnel Rules.

If Arbitration is requested by either party for termination, demotion, and/or suspension an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of seven (7) available Arbitrators. From this listing, the City and the Union shall alternately strike names [three (3) names each]. The remaining named Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

1. As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute within thirty (30) calendar days after the final meeting concerning the dispute. The decision by the Arbitrator shall be non-binding on the parties thereto.
2. In each case submitted to the Arbitrator, the Arbitrator shall make written findings setting forth the reasons for his/her decision, referring to the express provision of the Agreement interpreted and applied, the manner in which either party failed to perform such provision and the decision by the Arbitrator as to how it should be performed in accordance with the terms of this Agreement.

D. EXPENSES OF ARBITRATION

Each party shall bear the expense of preparing and presenting its own case and the expense of the Arbitrator, and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE XV – GRIEVANCE PROCEDURE

The City and the Union will resolve complaints or grievances arising from the application of the provisions of this Agreement, through duly accredited representatives of the City and the Union. The representatives of the City shall include at least one official, and the representatives of the Union shall include at least one employee member.

A. PROCEDURE

1. Each employee on their own or through their union representative may present a grievance to their immediate supervisor who will respond in writing within five (5) working days. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.
2. If the employee or union is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Director who will notify the Human Resources Director and City Administrator. The Department Director will, with the advice and consent of the City Administrator, respond in writing within five (5) working days.
3. In the event that the employee or union is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within five (5) working days. The Human Resources Director will investigate the grievance and forward the results to the grievant, the City Administrator, and the Mayor. The Mayor may conduct a review of the record and notify the grievant of the Mayor's decision.
4. Either the Union or the City may exercise their right to litigate their claim in District Court.

A limited form of grievance may be presented for written reprimands. Each person may present a grievance to his or her immediate supervisor who will respond in writing within five (5) working days. Written notification of this grievance will be forwarded to the Human Resources Director and Department Director.

If the person is not satisfied with the decision of his or her immediate supervisor, he or she may present the grievance to the Department Director who will notify the Human Resources Director. The Department Director will respond in writing within five (5) working days.

ARTICLE XVI - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level

and employee contribution level as provided to other City employees not governed by a collective bargaining agreement under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

The City agrees to establish and maintain an employee advisory committee to aid in obtaining medical and dental insurance.

An employee who is on approved leave of absence without pay, for non-FMLA purposes, will not be removed from coverage under the City's health and dental insurance unless they are disqualified by the plan. The employee shall be allowed to participate in the plan and pay the entire premium.

An employee who is on approved leave of absence without pay, for any leave of absence covered under the FMLA, will not be removed from coverage under the City's health and dental insurance and the employee shall be allowed to participate in the plan at the employee's expense.

B. CAFETERIA PLAN

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

C. LIFE INSURANCE

The City will provide a life insurance policy for the employees at a level of Fifty Thousand and No/100 Dollars (\$50,000.00). The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty (60) days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

D. UNION BULLETIN BOARD

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

E. SAFETY COMMITTEE

The City shall maintain an appropriate safety committee and the Union shall be able to have a representative participate on said committee.

F. TRAVEL TIME REIMBURSEMENT

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g. work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

G. TUITION AND BOOK REIMBURSEMENT PROGRAM

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties within the confine stated below:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Director and City Administrator based upon the following considerations:

- a. There is budget authority.
- b. The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee and books and fees are necessary for the course.
- c. There is Department Director and City Administrator approval.
- d. The employee requesting reimbursement is not eligible for any other assistance programs.

2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:

- a. Base tuition and necessary books and fees only.
- b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report, documentation of payment of reimbursable costs, and the tuition request form to the Human Resources Department for processing for payroll. A grade of "B" or higher will qualify for reimbursement at 100% of the amount allowed and a grade of "C" to "B-" will qualify for 85% of the allowed amount.

4. **Service Requirement.** Tuition reimbursement is available to regular status full-time employees.

5. **Eligibility Requirements.** Payment for tuition reimbursement shall be limited as follows:

- a. No tuition reimbursement shall be available until after the completion of the introductory period. Requests for reimbursement and supporting documentation must be turned in within thirty (30) days after completing the course.

6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Director and the City Administrator to determine eligibility for tuition and related expense reimbursement. Doctoral or PhD level classes and degree programs are not eligible for reimbursement. To be eligible for reimbursement, the course must also be a course or program offered by an accredited college or university.

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid One Thousand and No/100 Dollars (\$1,000.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Fifteen and No/100 Dollars (\$15.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

ARTICLE XVII - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTEREST OF CITY

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.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate and conduct municipal functions and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- a. Discipline or discharge for matters arising under this agreement or the City's Personnel Rules and Regulations.
- b. Direct the work force.
- c. Hire, assign, or transfer employees.
- d. Determine the mission of the City.
- e. Determine the methods, means, number of personnel needed to carry out the City's mission.
- f. Introduce new or improved methods or facilities.
- g. Change existing methods or facilities.
- h. Contract out for goods or services.
- i. Reductions in workforce in the best interests of the City.
- j. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignment

D. PRIOR AGREEMENTS SUPERSEDED

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.

E. MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except No. 1, covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

F. INDUSTRIAL RELATIONS

All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

G. PERSONNEL FUNCTIONS

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

H. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XVIII - GENERAL PROVISIONS

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

b. Stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.

2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

5. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

6. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XIX - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.

2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XX - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.

2. This agreement shall continue in full force and effect until Midnight on September 30, 2012.

Negotiations for a new agreement to take effect upon the termination of this agreement may begin on January 1st of the year of termination of this agreement with the expectation to start no later than February 1st of that year and the expectation is that it be completed no later than April

30th for budget preparation purposes unless an extension is agreed to by both the Union and the City.

ARTICLE XXI- GENERAL PROVISIONS FOR UNION ACTIVITY

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City will not withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

ARTICLE XXII- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes

or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act.

ARTICLE XXIII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXIV - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2011 through September 30, 2012.

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

Dated _____

I.B.E.W. LOCAL No. 1597

BY _____
PRESIDENT LOCAL No. 1597

Dated _____

CHIEF STEWARD LOCAL No. 1597

IBEW Service/Clerical

Exhibit A

October 10, 2011

Acct Tech - Str		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1005	Hourly	15.5354	16.1893	16.8710	17.5813	18.3214	19.0928	19.8966	20.7381
	BiWeekly	1,242.83	1,295.14	1,349.68	1,406.50	1,465.71	1,527.42	1,591.73	1,659.05
	Monthly	2,692.80	2,806.15	2,924.31	3,047.43	3,175.71	3,309.42	3,448.74	3,594.60
	Annual	32,313.58	33,673.64	35,091.68	36,569.00	38,108.46	39,712.92	41,384.98	43,135.30
Accts Pay Clk		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1135	Hourly	14.7357	15.5345	16.3765	17.2640	18.1997	19.1862	20.2261	21.3196
	BiWeekly	1,178.86	1,242.76	1,310.12	1,381.12	1,455.98	1,534.90	1,618.09	1,705.57
	Monthly	2,554.20	2,692.65	2,838.59	2,992.43	3,154.62	3,325.62	3,505.86	3,695.40
	Annual	30,650.36	32,311.76	34,063.12	35,909.12	37,855.48	39,907.40	42,070.34	44,344.82
Admin Asst-Fire		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1010	Hourly	15.3277	16.1382	16.9916	17.8901	18.8362	19.8322	20.8809	21.9842
	BiWeekly	1,226.22	1,291.06	1,359.33	1,431.21	1,506.90	1,586.58	1,670.47	1,758.74
	Monthly	2,656.80	2,797.29	2,945.21	3,100.95	3,264.94	3,437.58	3,619.36	3,810.59
	Annual	31,881.72	33,567.56	35,342.58	37,211.46	39,179.40	41,251.08	43,432.22	45,727.24
Admin Asst - PW		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1012	Hourly	15.3277	16.1382	16.9916	17.8901	18.8362	19.8322	20.8809	21.9842
	BiWeekly	1,226.22	1,291.06	1,359.33	1,431.21	1,506.90	1,586.58	1,670.47	1,758.74
	Monthly	2,656.80	2,797.29	2,945.21	3,100.95	3,264.94	3,437.58	3,619.36	3,810.59
	Annual	31,881.72	33,567.56	35,342.58	37,211.46	39,179.40	41,251.08	43,432.22	45,727.24
Admin Asst - Util		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1015	Hourly	15.3277	16.1382	16.9916	17.8901	18.8362	19.8322	20.8809	21.9842
	BiWeekly	1,226.22	1,291.06	1,359.33	1,431.21	1,506.90	1,586.58	1,670.47	1,758.74
	Monthly	2,656.80	2,797.29	2,945.21	3,100.95	3,264.94	3,437.58	3,619.36	3,810.59
	Annual	31,881.72	33,567.56	35,342.58	37,211.46	39,179.40	41,251.08	43,432.22	45,727.24
Audio Video Tech		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1020	Hourly	15.4730	16.2529	17.0721	17.9325	18.8364	19.7857	20.7829	21.8284
	BiWeekly	1,237.84	1,300.23	1,365.77	1,434.60	1,506.91	1,582.86	1,662.63	1,746.27
	Monthly	2,681.99	2,817.17	2,959.16	3,108.30	3,264.98	3,429.52	3,602.37	3,783.59
	Annual	32,183.84	33,806.03	35,509.97	37,299.60	39,179.71	41,154.26	43,228.43	45,403.07
Bldg Inspector		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1025	Hourly	19.1389	20.1207	21.1529	22.2381	23.3790	24.5783	25.8392	27.1558
	BiWeekly	1,531.11	1,609.66	1,692.23	1,779.05	1,870.32	1,966.26	2,067.14	2,172.46
	Monthly	3,317.41	3,487.60	3,666.50	3,854.61	4,052.36	4,260.23	4,478.80	4,707.00
	Annual	39,808.86	41,851.16	43,997.98	46,255.30	48,628.32	51,122.76	53,745.64	56,483.96
Bldg Secretary		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1030	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.19	2,628.96	2,764.35	2,906.71	3,056.40	3,213.81	3,379.31	3,553.19
	Annual	30,002.3360	31,547.57	33,172.26	34,880.56	36,676.85	38,565.70	40,551.68	42,638.34

Exhibit A

Pbl Sfty Dispatch		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1035	Hourly	14.5384	15.3471	16.2007	17.1017	18.0530	19.0571	20.1171	21.2365
	BiWeekly	1,163.07	1,227.77	1,296.06	1,368.14	1,444.24	1,524.57	1,609.37	1,698.92
	Monthly	2,519.99	2,660.17	2,808.13	2,964.30	3,129.19	3,303.23	3,486.97	3,680.99
	Annual	30,239.82	31,922.02	33,697.56	35,571.64	37,550.24	39,638.82	41,843.62	44,171.92
Pbl Sfty DS/911		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1037	Hourly	14.5384	15.3471	16.2007	17.1017	18.0530	19.0571	20.1171	21.2365
	BiWeekly	1,163.07	1,227.77	1,296.06	1,368.14	1,444.24	1,524.57	1,609.37	1,698.92
	Monthly	2,519.99	2,660.17	2,808.13	2,964.30	3,129.19	3,303.23	3,486.97	3,680.99
	Annual	30,239.82	31,922.02	33,697.56	35,571.64	37,550.24	39,638.82	41,843.62	44,171.92
Comm Dev. Admin		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1040	Hourly	16.6985	17.5875	18.5238	19.5101	20.5488	21.6429	22.7950	24.0093
	BiWeekly	1,335.88	1,407.00	1,481.90	1,560.81	1,643.90	1,731.43	1,823.60	1,920.74
	Monthly	2,894.41	3,048.50	3,210.79	3,381.75	3,561.79	3,751.44	3,951.13	4,161.61
	Annual	34,732.88	36,582.00	38,529.50	40,581.01	42,741.50	45,017.23	47,413.60	49,939.34
Comm Dev. Spec.		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Hourly	15.3277	16.1382	16.9916	17.8901	18.8362	19.8322	20.8809	21.9842
	BiWeekly	1,226.22	1,291.06	1,359.33	1,431.21	1,506.90	1,586.58	1,670.47	1,758.74
	Monthly	2,656.80	2,797.29	2,945.21	3,100.95	3,264.94	3,437.58	3,619.36	3,810.59
	Annual	31,881.72	33,567.56	35,342.58	37,211.46	39,179.40	41,251.08	43,432.22	45,727.24
Computer Oper		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1045	Hourly	18.6196	19.3615	20.1330	20.9352	21.7693	22.6367	23.5387	24.4767
	BiWeekly	1,489.57	1,548.92	1,610.64	1,674.82	1,741.54	1,810.94	1,883.10	1,958.14
	Monthly	3,227.40	3,355.99	3,489.72	3,628.77	3,773.35	3,923.69	4,080.04	4,242.63
	Annual	38,728.77	40,271.92	41,876.64	43,545.22	45,280.14	47,084.34	48,960.50	50,911.54
Computer Progr.		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
AS400 - 1050	Hourly	21.2365	22.4278	23.6861	25.0148	26.4183	27.9004	29.4655	31.1227
	BiWeekly	1,698.92	1,794.22	1,894.89	2,001.18	2,113.46	2,232.03	2,357.24	2,489.82
	Monthly	3,680.99	3,887.48	4,105.59	4,335.89	4,579.16	4,836.07	5,107.35	5,394.61
	Annual	44,171.92	46,649.72	49,267.14	52,030.68	54,949.96	58,032.78	61,288.24	64,735.32
Comp Progr.		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
MS - 1052	Hourly	21.2365	22.4278	23.6861	25.0148	26.4183	27.9004	29.4655	31.1227
	BiWeekly	1,698.92	1,794.22	1,894.89	2,001.18	2,113.46	2,232.03	2,357.24	2,489.82
	Monthly	3,680.99	3,887.48	4,105.59	4,335.89	4,579.16	4,836.07	5,107.35	5,394.61
	Annual	44,171.92	46,649.72	49,267.14	52,030.68	54,949.96	58,032.78	61,288.24	64,735.32
Computer Tech		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1055	Hourly	19.1782	19.9425	20.7372	21.5635	22.4226	23.3161	24.2453	25.2114
	BiWeekly	1,534.26	1,595.40	1,658.					

October 10, 2011

Emer Mgmt Coor		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1070	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.20	2,628.97	2,764.36	2,906.71	3,056.41	3,213.82	3,379.31	3,553.20
	Annual	30,002.44	31,547.62	33,172.36	34,880.56	36,676.90	38,565.80	40,551.68	42,638.44
Eng Tech PW		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1075	Hourly	19.6892	20.6805	21.7218	22.8155	23.9643	25.1708	26.4382	27.7684
	BiWeekly	1,575.14	1,654.44	1,737.74	1,825.24	1,917.14	2,013.66	2,115.06	2,221.47
	Monthly	3,412.80	3,584.62	3,765.12	3,954.69	4,153.80	4,362.93	4,582.63	4,813.19
	Annual	40,953.64	43,015.44	45,181.44	47,456.24	49,845.64	52,355.16	54,991.56	57,758.22
Evidence Tech		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1080	Hourly	14.3204	15.1210	15.9662	16.8588	17.8012	18.7963	19.8469	20.9561
	BiWeekly	1,145.63	1,209.68	1,277.30	1,348.70	1,424.10	1,503.70	1,587.75	1,676.49
	Monthly	2,482.20	2,620.97	2,767.48	2,922.18	3,085.55	3,258.02	3,440.13	3,632.39
	Annual	29,786.38	31,451.68	33,209.80	35,066.20	37,026.60	39,096.20	41,281.50	43,588.74
Finance Secrtry		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1085	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.20	2,628.97	2,764.36	2,906.71	3,056.41	3,213.82	3,379.31	3,553.20
	Annual	30,002.44	31,547.62	33,172.36	34,880.56	36,676.90	38,565.80	40,551.68	42,638.44
GIS Coordinator		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1090	Hourly	21.8310	22.9134	24.0496	25.2420	26.4937	27.8073	29.1861	30.6333
	BiWeekly	1,746.48	1,833.07	1,923.97	2,019.36	2,119.50	2,224.58	2,334.89	2,450.66
	Monthly	3,784.04	3,971.65	4,168.60	4,375.28	4,592.25	4,819.92	5,058.93	5,309.76
	Annual	45,408.48	47,659.82	50,023.22	52,503.36	55,107.00	57,839.08	60,707.14	63,717.16
Maint Wrk I Bld		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1095	Hourly	15.0473	15.7124	16.4070	17.1322	17.8894	18.6801	19.5057	20.3642
	BiWeekly	1,203.78	1,256.99	1,312.56	1,370.58	1,431.15	1,494.41	1,560.46	1,629.14
	Monthly	2,608.19	2,723.48	2,843.88	2,969.59	3,100.83	3,237.89	3,381.00	3,529.80
	Annual	31,298.28	32,681.74	34,126.56	35,635.08	37,209.90	38,854.66	40,571.96	42,357.64
Maint Wrk I Lib		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1098	Hourly	15.0473	15.7124	16.4070	17.1322	17.8894	18.6801	19.5057	20.3642
	BiWeekly	1,203.78	1,256.99	1,312.56	1,370.58	1,431.15	1,494.41	1,560.46	1,629.14
	Monthly	2,608.19	2,723.48	2,843.88	2,969.59	3,100.83	3,237.89	3,381.00	3,529.80
	Annual	31,298.28	32,681.74	34,126.56	35,635.08	37,209.90	38,854.66	40,571.96	42,357.64
Maint Wrk II Bld		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1100	Hourly	15.8573	16.5613	17.2967	18.0646	18.8668	19.7045	20.5793	21.4961
	BiWeekly	1,268.58	1,324.90	1,383.74	1,445.17	1,509.34	1,576.36	1,646.34	1,719.69
	Monthly	2,748.59	2,870.62	2,998.10	3,131.20	3,270.24	3,415.45	3,567.07	3,725.99
	Annual	32,983.08	34,447.40	35,977.24	37,574.42	39,242.84	40,985.36	42,804.84	44,711.94
Maint Wrk II Pol		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1101	Hourly	15.8573	16.5613	17.2967	18.0646	18.8668	19.7045	20.5793	21.4961
	BiWeekly	1,268.58	1,324.90	1,383.74	1,445.17	1,509.34	1,576.36	1,646.34	1,719.69
	Monthly	2,748.59	2,870.62	2,998.10	3,131.20	3,270.24	3,415.45	3,567.07	3,725.99
	Annual	32,983.08	34,447.40	35,977.24	37,574.42	39,242.84	40,985.36	42,804.84	44,711.94

Exhibit A

Parks & Rec Sec.		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1105	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.20	2,628.97	2,764.36	2,906.71	3,056.41	3,213.82	3,379.31	3,553.20
	Annual	30,002.44	31,547.62	33,172.36	34,880.56	36,676.90	38,565.80	40,551.68	42,638.44
Planning Sec.									
1110	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.20	2,628.97	2,764.36	2,906.71	3,056.41	3,213.82	3,379.31	3,553.20
	Annual	30,002.44	31,547.62	33,172.36	34,880.56	36,676.90	38,565.80	40,551.68	42,638.44
Planning Tech									
1115	Hourly	19.7483	20.7390	21.7713	22.8584	24.0008	25.1980	26.4640	27.7850
	BiWeekly	1,579.86	1,659.12	1,741.70	1,828.67	1,920.06	2,015.84	2,117.12	2,222.80
	Monthly	3,423.03	3,594.76	3,773.68	3,962.12	4,160.13	4,367.65	4,587.09	4,816.07
	Annual	41,076.36	43,137.12	45,284.20	47,545.42	49,921.56	52,411.84	55,045.12	57,792.80
Plans Examiner									
1120	Hourly	19.1389	20.1207	21.1529	22.2381	23.3790	24.5783	25.8392	27.1558
	BiWeekly	1,531.11	1,609.66	1,692.23	1,779.05	1,870.32	1,966.26	2,067.14	2,172.46
	Monthly	3,317.41	3,487.60	3,666.50	3,854.61	4,052.36	4,260.23	4,478.80	4,707.00
	Annual	39,808.86	41,851.16	43,997.98	46,255.30	48,628.32	51,122.76	53,745.64	56,483.96
Plumbing Insp									
BkFI - 1125	Hourly	19.1389	20.1207	21.1529	22.2381	23.3790	24.5783	25.8392	27.1558
	BiWeekly	1,531.11	1,609.66	1,692.23	1,779.05	1,870.32	1,966.26	2,067.14	2,172.46
	Monthly	3,317.41	3,487.60	3,666.50	3,854.61	4,052.36	4,260.23	4,478.80	4,707.00
	Annual	39,808.86	41,851.16	43,997.98	46,255.30	48,628.32	51,122.76	53,745.64	56,483.96
Plumbing Insp									
Bldg - 1127	Hourly	19.1389	20.1207	21.1529	22.2381	23.3790	24.5783	25.8392	27.1558
	BiWeekly	1,531.11	1,609.66	1,692.23	1,779.05	1,870.32	1,966.26	2,067.14	2,172.46
	Monthly	3,317.41	3,487.60	3,666.50	3,854.61	4,052.36	4,260.23	4,478.80	4,707.00
	Annual	39,808.86	41,851.16	43,997.98	46,255.30	48,628.32	51,122.76	53,745.64	56,483.96
Pol Records Clk									
1130	Hourly	12.8769	13.5002	14.1536	14.8387	15.5569	16.3098	17.0993	17.9239
	BiWeekly	1,030.15	1,080.02	1,132.29	1,187.10	1,244.55	1,304.78	1,367.94	1,433.91
	Monthly	2,231.99	2,340.04	2,453.29	2,572.05	2,696.53	2,827.02	2,963.87	3,106.81
	Annual	26,783.90	28,080.52	29,439.54	30,864.60	32,358.30	33,924.28	35,566.44	37,281.66
ShootRange Opr									
1140	Hourly	19.9799	20.8671	21.7936	22.7613	23.7720	24.8274	25.9298	27.0830
	BiWeekly	1,598.39	1,669.37	1,743.49	1,820.90	1,901.76	1,986.19	2,074.38	2,166.64
	Monthly	3,463.18	3,616.97	3,777.56	3,945.28	4,120.48	4,303.41	4,494.49	4,694.39
	Annual	41,558.14	43,403.62						

Exhibit A

October 10, 2011

Util Secr - Admin		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1150	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.20	2,628.97	2,764.36	2,906.71	3,056.41	3,213.82	3,379.31	3,553.20
	Annual	30,002.44	31,547.62	33,172.36	34,880.56	36,676.90	38,565.80	40,551.68	42,638.44
Util Secr - Burdick		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1152	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.20	2,628.97	2,764.36	2,906.71	3,056.41	3,213.82	3,379.31	3,553.20
	Annual	30,002.44	31,547.62	33,172.36	34,880.56	36,676.90	38,565.80	40,551.68	42,638.44
Util Secr - PCC		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1155	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.20	2,628.97	2,764.36	2,906.71	3,056.41	3,213.82	3,379.31	3,553.20
	Annual	30,002.44	31,547.62	33,172.36	34,880.56	36,676.90	38,565.80	40,551.68	42,638.44
Util Secr - PGS		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1157	Hourly	14.4242	15.1671	15.9482	16.7695	17.6331	18.5412	19.4960	20.4992
	BiWeekly	1,153.94	1,213.37	1,275.86	1,341.56	1,410.65	1,483.30	1,559.68	1,639.94
	Monthly	2,500.20	2,628.97	2,764.36	2,906.71	3,056.41	3,213.82	3,379.31	3,553.20
	Annual	30,002.44	31,547.62	33,172.36	34,880.56	36,676.90	38,565.80	40,551.68	42,638.44

RESOLUTION 2011-258

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 Union Local No. 1597, I.B.E.W., AFL-CIO (IBEW Service/Clerical) and

WHEREAS, representatives of the City and the IBEW, Local No. 1597 met to negotiate a labor agreement, and

WHEREAS, the contract specifies a salary adjustment of 1.75% as well as all other terms and conditions outlined in the agreement, 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 Union Local No. 1597, I.B.E.W., AFL-CIO, (IBEW Service/Clerical) for the period of October 1, 2011 through September 30, 2012.

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of August 24, 2011 through September 13, 2011

The Claims for the period of August 24, 2011 through September 13, 2011 for a total amount of \$4,890,011.12. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, September 13, 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 IBEW Union Negotiations for the protection of the public interest.

Staff Contact: Brenda Sutherland