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# City of Grand Island



## **Tuesday, August 07, 2007**

### **Special Council Session Packet**

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#### **City Council:**

**Tom Brown**  
**Larry Carney**  
**John Gericke**  
**Peg Gilbert**  
**Joyce Haase**  
**Robert Meyer**  
**Mitchell Nickerson**  
**Bob Niemann**  
**Fred Whitesides**  
**Jose Zapata**

#### **Mayor:**

**Margaret Hornady**

#### **City Administrator:**

**Vacant**

#### **City Clerk:**

**RaNae Edwards**

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

**Call to Order**

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

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

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**Invocation - Father Richard Piontkowski, St. Mary's Catholic Church, 204 South Cedar Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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

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## **MAYOR COMMUNICATION**

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



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item C1

### **Proclamation August 12-18, 2007 "The Week in Which the City Will Posthumously Honor Jackie Pielstick"**

*In recognition of the dedicated work performed by Jackie Pielstick, Mayor Hornady has proclaimed the week of August 12-18, 2007 as "The Week in Which the City Will Posthumously Honor Jackie Pielstick". Jackie served on the city council from December 1996 until her death on April 8, 2007. Her involvement, enthusiasm and love for the City of Grand Island can be seen in the many committees, activities and accomplishments throughout the city. Gone but not forgotten, we miss you Jackie. See attached PROCLAMATION.*

Staff Contact: Mayor Margaret Hornady

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

PROCLAMATION

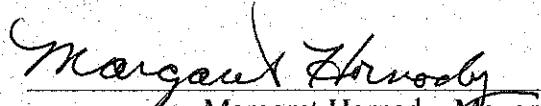
- WHEREAS, at the time of her death, Jackie Pielstick was in her third four-year term on the Grand Island City Council. She was first elected in 1996 and re-elected in 2000 and 2004, representing northeast Grand Island's Ward 4; and
- WHEREAS, Jackie was elected as council president for one-year terms in 2000-01 and 2003-04. She also was elected to fill the remainder of an unexpired presidency earlier in 2003; and
- WHEREAS, Jackie became involved in politics during the 1990s in an effort to save her neighborhood school, Lincoln Elementary. Ultimately, the school district not only retained Lincoln Elementary School but built a new school to replace the old one. This work lead to the creation of the Eastside Action Support Team, known as EAST. Once EAST saved the school, the neighborhood association, with Jackie's guidance, became focused on neighborhood cleanups and special projects; and
- WHEREAS, other issues of importance to Jackie included maintaining and growing public safety through the hiring of additional firefighters, the building of a new Fire Station No. 1 and preserving city ambulance service; and
- WHEREAS, Jackie was the Grand Island's liaison to the Downtown Improvement Board, Community Development Advisory Board, Problem Resolution Team and Transportation Committee. Jackie also served on the Grand Generation Center board of directors and was active with Project Extra Mile, a teen anit-drinking program; and
- WHEREAS, Jackie was outspoken on preventing teenage drinking and making Grand Island a good, clean place to raise a family; and
- WHEREAS, Project Extra Mile has honored Jackie with the 2007 La Von Crosby Policy Award for her efforts to establish community standards to contribute to the health and safety of Grand Island's young people.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island,  
Nebraska, do hereby proclaim August 12-18, 2007 as

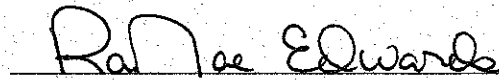
***“THE WEEK IN WHICH THE CITY WILL  
POSTHUMOUSLY HONOR  
JACKIE PIELSTICK”***

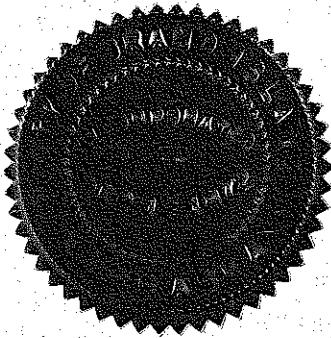
in the City of Grand Island, and encourage all citizens to take  
due note of the observance.

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

  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item E1**

**Public Hearing on Proposed FY 2006-2007 City Single Budget**

**Staff Contact: David Springer**

# **Council Agenda Memo**

**From:** Dave Springer, Finance Director

**Meeting:** August 7, 2007

**Subject:** Public Hearing for FY 2007-2008 Single City Budget

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

**Presenter(s):** Dave Springer, Finance Director

## **Background**

The budget process for the City of Grand Island begins in April with internal budget compilation and culminates with the submittal of the final budget to the State Auditor in September. Following are accomplishments that have occurred:

- \* Departments reviewed their current budgets and submitted 2007-2008 budget requests.
- \* Outside Agencies were contacted to submit their budget requests for next year.
- \* Requests were reviewed with each department by City Administration.
- \* 2007-2008 budgets were adjusted to promote efficiencies and effectiveness.
- \* Board review and approval took place for Business Improvement Districts, CRA, and Solid Waste Agency. On June 12<sup>th</sup>, council approved the 2007-2008 Fee Schedule.
- \* On June 19<sup>th</sup>, the City Council conducted a Study Session to review the proposed FTE requests and funding of Outside Agencies. Agency funding was approved on July 10.
- \* On July 24, the City Council conducted a public hearing and approved the Solid Waste Agency Budget and the budgets for Business Improvement Districts #3, #4, and #5

## **Discussion**

At the August 7<sup>th</sup> Council Meeting, the City Council is asked to conduct a public hearing on the proposed budget to allow for public input. The public hearing will be followed up by a Special Budget meeting on August 14<sup>th</sup> and 15<sup>th</sup> & 16<sup>th</sup> if needed, where council will be able to ask questions and respond to information concerning the proposed budget and public input. At the August 14<sup>th</sup> meeting, the Council will be asked to make determination on the budget or set further meetings to move toward determination.

Future steps concerning the budget include:

August 14, 2007	Special Budget meeting
August 15, 2007	Special Budget meeting, if needed
August 16, 2007	Special Budget meeting, if needed
August 28, 2007	Approve Fee Schedule for Utilities Adopt budget and approve lid limit increase
September 11, 2007	Board of Equalization for BID's Public hearing on General Property, Parking District #2, and CRA tax requests Set Business Improvement District Assessments Establish Parking District #1 occupation tax request Establish property tax requests for General Property, Parking District #2, and CRA
September 21, 2007	Submit Budget to State Auditor

### **Recommendation**

The Council is asked to conduct the public hearing and take information from the citizens. After conducting the hearing, it is recommended that the City Council take the information under advisement for further discussion at the August 14<sup>th</sup> Special Budget Session

The budget transmittal letter, a Budget in Brief', and a draft document of the budget have been provided to Council on July 20th. If any further information is needed, please contact City Administration.





# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item F1

**#9130 - Consideration of Repealing Ordinance No. 9090 Creating  
Sewer Connection District #522T**

Staff Contact: Wes Nespor, Assistant City Attorney

# **Council Agenda Memo**

**From:** Wesley D. Nespor, Assistant City Attorney

**Meeting:** August 7, 2007

**Subject:** Approving Interlocal Agreement for Infrastructure

**Item #'s:** F-1, G-7 & G-8

**Presenter(s):** Wesley D. Nespor. Assistant City Attorney

## **Background**

Hall County, the Hall County Airport Authority, and the City of Grand Island cooperated to recruit a military helicopter facility on the Hall County Airport Authority's property. To serve that facility and other potential property in that area, tap districts were created to construct water and sanitary sewer infrastructure from Skypark Road northeasterly to Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska. The sewer system was designed as a forced main and lift station system to save costs. However, a tap district is now not feasible because of the inability to "tap" into this type of main. Sewer Tap District No. 522T should be repealed and a resolution to authorize the improvements should be passed instead. The Airport Authority will contribute the cost of upgrading an existing segment of private sanitary sewer line located in Capital Avenue and Skypark Road and grant the improved system to the City. A resolution is also needed to authorize the construction of these upgrades. The Authority will also pay a tap fee of approximately \$120,000 to \$125,000 to connect to the water line when it is constructed. A summary of the various projects is contained in the interlocal agreement. Passing the interlocal agreement allows the City to oversee the design, bidding, and construction of all phases of the project to ensure compliance with City specifications.

## **Discussion**

These actions are necessary to formalize the several agreements in principle reached by the participating governmental agencies and embodied in the sewer and water tap districts. Bidding and construction of the improvements in the tap district area were already approved and authorized by the Ordinances creating the two districts. However, the tap district for sanitary sewer should be revoked and replaced by a resolution to authorize the project and commence the bidding process. In addition, the interlocal agreement should be approved so that the improvements to the private sewer line in Capital Avenue and Skypark Road can be incorporated into the overall project.

## **Alternatives**

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

1. Approve the resolutions which would create an interlocal agreement for the upgrading of private sanitary sewer line and authorize the construction of new sanitary sewer from Skypark Road to Sec 36-12-9, Hall County, Nebraska.
2. Disapprove or /Deny the resolutions which would result in the City not building the infrastructure promised to the helicopter facility.
4. Table the issue to a time and date certain.

## **Recommendation**

City Administration recommends that the Council:

1. Repeal Ordinance 9090 thus nullifying Tap District 522T,
2. Approve the resolution to bid and construct the improvements, and
3. Approve the resolution authorizing the interlocal agreement.

## **Sample Motion**

After repealing Ordinance 9090, two motions are needed:

(G-7) Approve the resolution to bid and construct the improvements in Capital Avenue, Skypark Road, and from Skypark Road northeasterly to Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

(G-8) Approve the resolution for the interlocal agreement with the Hall County Airport Authority.

**INTERLOCAL AGREEMENT FOR INFRASTRUCTURE CONSTRUCTION  
BY AND BETWEEN  
THE HALL COUNTY AIRPORT AUTHORITY  
AND THE  
CITY OF GRAND ISLAND**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Hall County Airport Authority, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "Airport," and the City of Grand Island, a municipal corporation and a political subdivision of the State of Nebraska, hereinafter referred to as the "City;" WITNESSETH:

WHEREAS, the Airport owns, operates, and maintains an airport facility and leases land to the Nebraska Army National Guard; and

WHEREAS, the Airport wishes to apply for City water and sewer services; and

WHEREAS, the Airport is willing to upgrade its own sewer infrastructure in order to connect to the City's sewer system; and

WHEREAS, the City desires to contract with the Airport for the above-described services, to oversee the upgrade of the Airport's infrastructure and acquire the upgraded infrastructure upon completion.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. Definitions. As used herein, definitions contained in the Nebraska Interlocal Cooperation Act shall apply. Water lines and infrastructure refer to potable water systems and sewer lines and infrastructure refer to sanitary sewer systems.

2. Duration. This agreement shall commence on the date last executed by the parties hereto and shall continue until 90 days after the completion of the water and sewer improvements contemplated by the parties and all payments for the same have been tendered.

3. Airport Obligations. The Airport shall provide the following to the City during the term of this agreement:

A. Pay to the City an amount equal to 115% of the actual cost of constructing sewer upgrades to the Airport's private sewer line which begins at the intersection of Geddes Street and Capital Avenue and runs thence East in the Capital Avenue right-of-way to Sky Park Road; thence Northerly in the Sky Park Road right-of-way approximately 1150 feet to the point of termination. This amount is payable at the time the City awards a construction contract based on the bid amount with

an adjustment for increases or decreases at the time construction is completed and the final expenses are determined.

B. Transfer ownership of the above mentioned sewer line to the City upon completion of all upgrades. This document will serve as an instrument of transfer and no bill of sale is required.

C. Grant to the City all necessary easements for the surveying, inspection, construction, replacement, relocation, extension, operation, and maintenance of water and sewer infrastructure within the boundaries of Water Main District No. 453T created by Ordinance No. 9083 a copy of which is attached hereto.

D. Grant to the City a right of ingress and egress to repair and maintain existing water lines upon Airport property, wherever located (see attached map of Airport real estate).

E. Such access to Airport property shall be in compliance with FAA and Airport safety and security guidelines.

F. Pay the connection (tap) fee prior to the Army Aviation Support Facility connecting to the water system constructed under Water Main District No. 453T. It is estimated that the equalized benefit to that portion of the Airport property will be approximately \$120,000.00 to \$125,000.00. Future connection to the water main at other locations within District 453T shall also require the payment of a connection fee based on the equalized benefit to be established upon completion of construction.

4. City Responsibilities. The City shall be solely responsible and liable for the following:

G. Preparing bid plans and specifications to upgrade the Airport's private sewer line, manholes, and appurtenances to comply with City sewer system standards. The private sewer line begins at the intersection of Geddes Street and Capital Avenue and runs thence East in the Capital Avenue right-of-way to Sky Park Road; thence Northerly in the Sky Park Road right-of-way approximately 1150 feet to the point of termination.

H. Advertise the project and award a contract for such upgrades.

I. Provide construction inspection and contractor supervision during the project.

J. Prepare as-built plans and a certificate of final completion.

K. Invoice Airport 115% of the contract bid amount upon award of the contract for the sewer system upgrades with a final invoice making any adjustments for increases or decreases in the amount actually expended for the project which shall either be debited or credited at the rate of 115%.

L. Allow the Airport's tenant (Army Aviation Support Facility) to connect to the City's sewer system without a connection fee at a point approximately 220 feet East and 553 feet North of the Southwest corner of Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

M. Allow the Airport's tenant (Army Aviation Support Facility) to connect to the City's water system, after Airport has paid the connection fee, at a point approximately 220 feet East and 553 feet North of the Southwest corner of Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

N. Accept ownership and maintenance responsibility for the sewer system described in paragraph 4(A) above.

O. Accept ownership of water lines wherever located on Airport property except that portion constructed by the Army Aviation Support Facility.

P. Provide City water and sewer service to Airport and its tenants if Airport will first perform all its obligations hereunder, pay all connection charges, and pay all monthly or periodic user fees at such rates as the City establishes from time to time.

5. Consideration. The mutual promises and obligations contained herein constitute adequate consideration.

6. System Ownership. Ownership of water and sewer infrastructure is as follows:

The City will own:

Sewer from Geddes Street and Capital Avenue; thence East in the Capital Avenue right-of-way to Sky Park Road; thence Northerly in the Sky Park Road right-of-way approximately 1150 feet to the point of termination.

All water and sewer lines and mains in the new tap district boundaries except the water and sewer service lines connecting to the mains at the Army Aviation Support Facility.

All water lines on airport property except the water lines being built on the Army Aviation Support Facility grounds. The point of demarcation between the two systems will be a valve on the east end of the City's water main.

Airport retains:

All sewer line north of the termination point on Sky Park Road (1150 feet north of Capital Ave.) and the sewer service line on the Army Aviation Support Facility.

Water and sewer service lines on the Army Aviation Support Facility.

7. Transfer Upon Termination. Ownership and maintenance responsibilities for water and sewer systems as set forth herein shall continue after termination of this interlocal agreement.

8. Implementation. Upon execution of this agreement, the parties shall take such actions as necessary to implement this agreement within a reasonable time thereafter.

9. Modification. This agreement may be modified only by written agreement of the parties.

10. Termination. This agreement may be immediately terminated by either party upon a material default by the other which remains uncured within 90 days of notice.

11. Property. Unless specifically set forth elsewhere in this agreement, any property acquired or made available by any party for the purposes of this agreement shall remain the property of the party acquiring or making such property available and may be disposed of by such party as provided by law, regulation, or ordinance governing the same.

12. No Separate Entity. There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the Airport Authority Board acting through its Executive Director and the Grand Island City Council acting through the City Administrator.

13. Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

14. Funding. This agreement shall be financed by funds available to the parties hereto.

Executed by the parties hereto on the dates below written:

Dated \_\_\_\_\_, 2007

Dated \_\_\_\_\_, 2007

City of Grand Island, Nebraska

Hall County Airport Authority

by: \_\_\_\_\_  
Margaret Hornady, Mayor

by: \_\_\_\_\_  
Chair

[attest]

[attest]

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

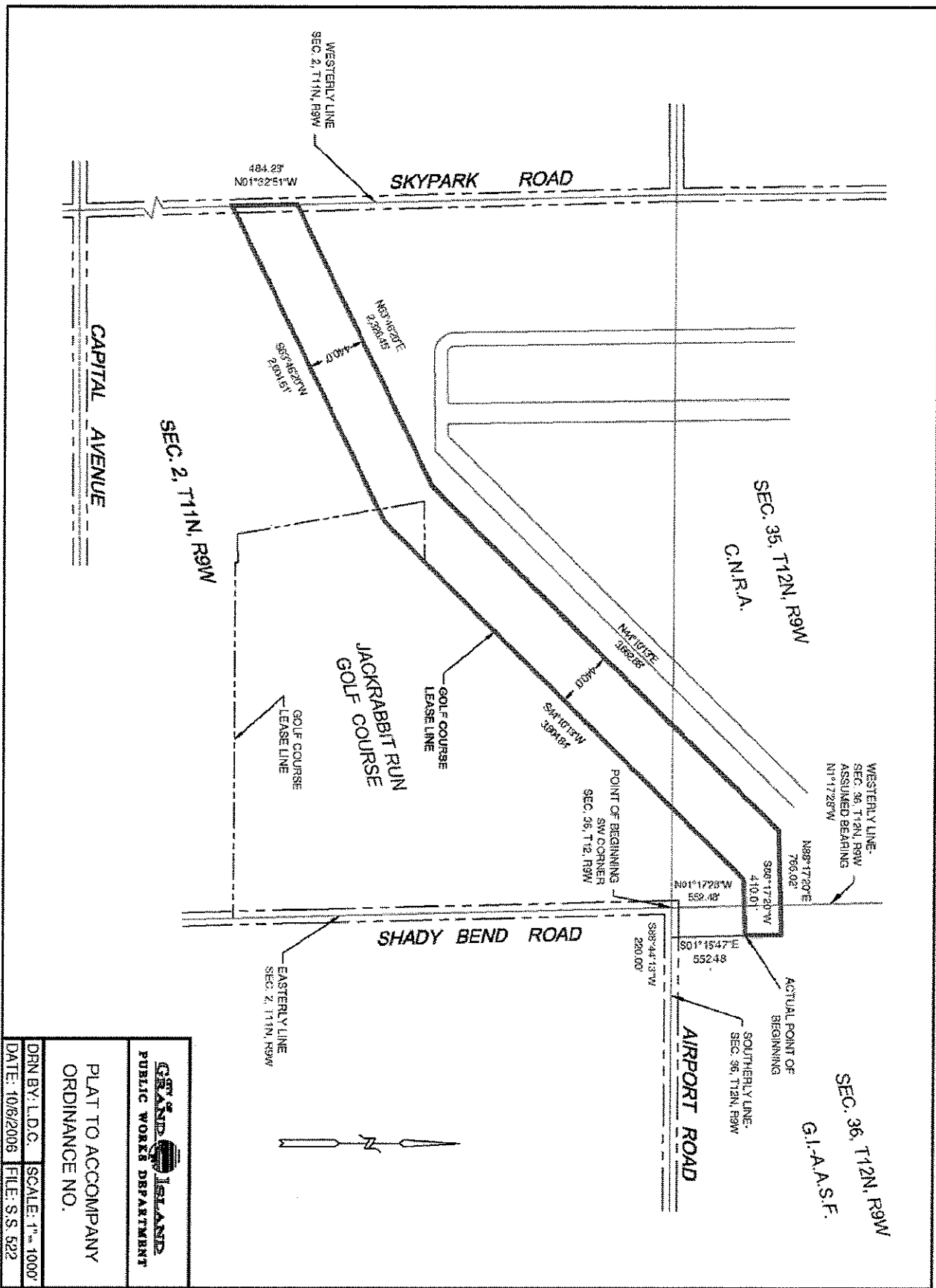
\_\_\_\_\_  
Airport Authority Secretary

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Dale Shotkoski, City Attorney

\_\_\_\_\_  
Ronald S. Depue, Airport Attorney



**GRAND ISLAND**  
 PUBLIC WORKS DEPARTMENT  
 PLAT TO ACCOMPANY  
 ORDINANCE NO.  
 DRN BY: L.D.C. SCALE: 1" = 1000'  
 DATE: 10/6/2006 FILE: S.S. 522



\* This Space Reserved for Register of Deeds \*

### ORDINANCE NO. 9130

An ordinance to repeal Ordinance No. 9090 as approved by the Grand Island City Council on November 28, 2006 as now existing pertaining to the creation of Sanitary Sewer District No. 522T; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Ordinance No. 9090 as approved by the Grand Island City Council on November 28, 2006 is hereby repealed. The boundaries of the repealed District are:

Commencing at the southwest corner of Section Thirty Six (36), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence S88°44'13"E along the southerly line of said Section Thirty Six (36), Township Twelve (12) North, Range Nine (9) West, a distance of two hundred twenty feet (220'); thence N1°17'28"W, a distance of five hundred fifty two and forty-eight hundredths feet (552.48'); thence S88°17'30"W a distance of four hundred ten and one hundredths feet (410.01'); thence S44°10'13"W, a distance of three thousand eight hundred four and eighty four hundredths (3,804.84) feet; thence S63°46'20"W, a distance of two thousand six hundred four and sixty one hundredths (2,604.61) feet to a point on the westerly line of Section Two (2), Township Eleven (11) North, Range Nine (9) West; thence N1°32'51"W along the westerly line of said Section Two (2), a distance of four hundred eighty four and twenty three hundredths (484.23) feet; thence N63°46'20"E, a distance of two

Approved as to Form	<input type="checkbox"/>	_____
August 2, 2007	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9130

thousand three hundred twenty six and forty five hundredths (2,326.45) feet; thence N44°10'13"E, a distance of three thousand six hundred sixty two and eighty eight hundredths (3,662.88) feet; thence N88°17'20"E, a distance of seven hundred sixty six and two hundredths (766.02) feet; thence S1°15'47"E, a distance of two hundred seventy (270.0) feet; thence S88°44'13"W parallel with the southerly line of said Section Thirty Six (36), a distance of two hundred twenty (220.0) feet to the said Point of Beginning.

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 4. 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 5. 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: August 7, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item F2**

**#9131 -Consideration of Vacation of Easement at 3003 Frontage Road**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

# **Council Agenda Memo**

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

**Meeting:** August 7, 2007

**Subject:** Consideration of Vacation of Public Utility Easement at 3003 Frontage Road

**Item #'s:** F-2

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

## **Background**

On July 23, 2007 Starostka Group Unlimited Inc. of Grand Island, NE submitted an application for vacation of the easement at 3003 Frontage Road (Lot 1 Commercial Industrial Park Third Subdivision). Council action is necessary to approve the vacation.

## **Discussion**

The easement has never been occupied or used by a public utility and is not needed for the property to develop as planned. This easement actually interferes with the proposed layout for a building on the property.

## **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 vacation of the easement at 3003 Frontage Road.

## **Sample Motion**

Motion to approve the vacation of the easement at 3003 Frontage Road.



\* This Space Reserved for Register of Deeds \*

### ORDINANCE NO. 9131

An ordinance to vacate a portion of an existing public utility easement and 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 a portion of an existing public utility easement of 3003 Frontage Road in Lot 2 of Commercial Industrial Park Third Subdivision in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at a point on the extension of the east line of Lot 1, Commercial Industrial Park Third Subdivision; said point being ninety feet (90') South of the Southeast Corner, Lot 1, Commercial Industrial Park Third Subdivision; thence continuing southerly on said line for a distance of twenty feet (20'); thence westerly on a line perpendicular to said East line for a distance of fifty-two feet (52'); thence northerly on a line parallel with said East line for a distance of twenty feet (20'); thence easterly on a line perpendicular with said East line for a distance of fifty-two feet (52'), to the point of beginning,

is hereby vacated. Such public utility easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

Approved as to Form	☐ _____
August 2, 2007	☐ City Attorney

ORDINANCE NO. 9131

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, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 7, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item G1**

**Approving Minutes of July 24, 2007 City Council Meeting**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 24, 2007

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 24, 2007. Notice of the meeting was given in *The Grand Island Independent* on July 18, 2007.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Brown, Haase, Zapata, Nickerson, Gericke, Carney, Gilbert, Whitesides, Niemann, and Meyer. The following City Officials were present: City Clerk RaNae Edwards, City Attorney Dale Shotkoski, Finance Director David Springer, and Public Works Director Steve Riehle.

INVOCATION was given by Pastor Rene Lopez, Iglesia De Dios Eben-Ezer, 2525 West State Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council member Amanda Calhoon.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of 2006-2007 Community Youth Council. The Mayor and City Council recognized the following senior Community Youth Council (CYC) members: Kasey Grim, Taylor O'Boyle, Jodie Meis, Theresa Swezey, Amber Moreno, and Jaclynn Thuernagle. Also recognized was Laura Wirth for going above and beyond as a CYC member. A PowerPoint presentation of the CYC activities for 2006/2007 was presented.

ADJOURN TO THE GRAND ISLAND AREA SOLID WASTE AGENCY. Motion by Meyer, second by Whitesides, carried unanimously to adjourn to the Grand Island Area Solid Waste Agency.

Public Hearing on Proposed Fiscal Year 2007-2008 Annual Budget for the Grand Island Area Solid Waste Agency. Steve Riehle, Public Works Director reported that a separate hearing was required for the Solid Waste Agency Budget. The Agency budget was the same as the City Solid Waste Division budget (Fund 505) which appeared in the City's Annual Budget Document for Fiscal Year 2007-2008. A PowerPoint presentation was presented. No public testimony was heard.

#2007-SWA-1 – Approving Adoption of FY 2006-2007 Annual Budget for the Grand Island Solid Waste Agency. Discussion was held on over time hours, FTE requested, and hours of operation. Motion by Meyer, second by Nickerson, to approve Resolution #2007-SWA-1. Upon roll call, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Meyer, second by Whitesides, carried unanimously to return to Regular Session.

ADJOURN TO BOARD OF EQUALIZATION: Motion by Meyer, second by Haase, carried unanimously to adjourn to the Board of Equalization.

#2007-BE-4 – Consideration of Determining Benefits for 2006 Weed Abatement Program. Wes Nespor, Assistant City Attorney reported that under Chapter 17 of the Grand Island City Code, the City had several properties which were not mowed of which the City contracted to have taken care of. The City Council in its' capacity as the Board of Equalization was required to determine the benefits for the 2006 Weed Abatement Program.

Motion by Meyer, second by Gilbert to approve Resolutions #2007-BE-4. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Meyer, second by Gilbert carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 1203 Cedar Ridge Court (4Evergreen I, LLC). Gary Mader, Utilities Director reported that acquisition of a utility easement located at 1203 Cedar Ridge Court was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to expand the existing 10 foot easement to 20 feet due to the vacation of part of the easement on property north of this property. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1204 Cedar Ridge Court (4Evergreen II, LLC). Gary Mader, Utilities Director reported that acquisition of a utility easement located at 1204 Cedar Ridge Court was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to expand the existing 10 foot easement to 20 feet due to the vacation of part of the easement on property north of this property. No public testimony was heard.

Public Hearing on Change of Zoning for Land Located at 72 Ponderosa Drive from RD Residential Development to Amended RD Residential Development. Chad Nabity, Regional Planning Director reported the property located at 72 Ponderosa Drive north of Schimmer Drive and west of U.S. Highway 281 was being considered for a zoning change to permit a subdivision of a three acre estate lot into two similar size lots. Donald Dunn, 72 Ponderosa Drive spoke in support. No further public testimony was heard.

Public Hearing on Change of Zoning for Land Located North of Highway 34 and East of Highway 281 – College Park – from RO Residential Office to B2 General Business. Chad Nabity, Regional Planning Director reported the property located north of Highway 34 and east of Highway 281 – College Park – (Doane College) was being considered for a zoning change to comply with the city comprehensive plan for future commercial development and for consideration of constructing an electronically controlled digital display sign. Randy Blair, 1901 West Louise Street spoke in support. Gary Schulte, 2807 Lakewood Circle and Donna Kluck, 2829 Brentwood Blvd. spoke in support of rezoning the west side of the property as presented. No further public testimony was heard.

## ORDINANCES:

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

#9127 – Consideration of Assessments for 2006 Weed Abatement Program

#9128 – Consideration of Change of Zoning for Land Located at 72 Ponderosa Drive from RD Residential Development to Amended RD Residential Development

#9129 – Consideration of Change of Zoning for Land Located North of Highway 34 and East of Highway 281 – College Park – from RO Residential Office to B2 General Business (Modified as presented)

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

Ordinances #9127, #9128 and #9129 referred to the aforementioned Public Hearings.

Motion by Whitesides, second by Haase to approve Ordinances #9127, #9128 and #9129.

City Clerk: Ordinances #9127, #9128 and #9129 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Councilmember Gilbert abstained from voting on Ordinance #9129. Motion adopted.

City Clerk: Ordinances #9127, #9128 and #9129 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Councilmember Gilbert abstained from voting on Ordinance #9129. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9127, #9128 and #1929 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-13, G-23, and G-26 were removed for further discussion. Motion by Gilbert, second by Whitesides to approve the Consent Agenda excluding items G-13, G-23, and G-26. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 7, 2007 City Council Regular Meeting.

Approving Minutes of July 9, 2007 City Council Joint Meeting.

Approving Minutes of July 10, 2007 City Council Regular Meeting.

Approving Appointment of Dale Shotkoski as Interim City Administrator.

Approving Appointment of Bob Niemann to the City/County Communications/Civil Defense Board.

Approving Re-Appointments of Bob Loewenstein and Cindy Bennett to the Community Development Advisory Board.

Approving Appointment of Lisa Heineman to the Regional Planning Commission.

Approving Appointment of Karen Bredthauer to the Interjurisdictional Planning Commission.

Approving Appointment of Lisa Norton to the Animal Advisory Board.

Approving Re-Appointment of Scott Zana to the Heartland Events Center Board.

Approving Preliminary Plat for Ponderosa Lake Estates Sixth Subdivision.

#2007-161 – Approving Final Plat and Subdivision Agreement for Ponderosa Lake Estates Sixth Subdivision. It was noted that Marsha M. and Donald L. Dunn, owners had submitted a Final Plat and Subdivision Agreement for Ponderosa Lake Estates Sixth Subdivision located on a tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision consisting of approximately 3.463 acres for the purpose of creating 2 residential lots, each comprising more than 1.6 acres on the west side of the Ponderosa Subdivision.

#2007-163 – Approving Acquisition of Utility Easement Located at 1203 Cedar Ridge Court – Cedar Ridge Apartments (4Evergreen I, LLC).

#2007-164 – Approving Acquisition of Utility Easement Located at 1204 Cedar Ridge Court – Cedar Ridge Apartments (4Evergreen II, LLC).

#2007-165 – Approving Bid Award for Electric Underground Sho-Garage Storage Facility Fire Protection with Nebraska Fire Sprinkler of Alda, Nebraska in an Amount of \$78,033.00.

#2007-166 – Approving Authority to Sign Documents for Farm Service Agency (FS) Regarding Farm Leases.

#2007-167 – Approving FY 2007-2008 Annual Budget for Business Improvement District #3, South Locust Street from Stolley Park Road to Highway 34 and Setting Date for Board of Equalization.

#2007-168 – Approving FY 2007-2008 Annual Budget for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road and Setting Date for Board of Equalization.

#2007-169 – Approving FY 2007-2008 Annual Budget for Business Improvement District #5, Downtown and Setting Date for Board of Equalization.

#2007-170 – Approving Funding of Economic Development Corporation Request for Hall County Airport Authority for the Air National Guard Facility (NWPS Rate Agreement Funds) in the Amount of \$26,000.00.

#2007-171 – Approving Amendment to the Interlocal Agreement with the Central Nebraska Health Department.

#2007-173 – Approving Continuation of Sanitary Sewer District No. 525; Lots 8 & 9 of Westwood Park Subdivision.

#2007-174 – Approving Bid Award for Installation of Final Clarifier Launder Covers, Project 2007-WWTP-2 with A & D Millwright, Inc. of Alda, Nebraska in an Amount of \$58,313.00.

#2007-162 – Approving Final Plat and Subdivision Agreement for MJ Subdivision. It was noted that Mud Jockies, L.L.C., Owner had submitted a Final Plat and Subdivision Agreement for MJ Subdivision located on a tract of land comprising all of Lot 1, Grand Island Farmstead Project Third Subdivision in the NE 1/4 NE 1/4 in Section 34-11-9 consisting of approximately 2.000 acres for the purpose of creating 2 lots.

Discussion was held concerning water and sewer availability. Chad Nabity, Regional Planning Director reported water and sewer was approximately 1 mile away and would cost approximately \$2 million to extend to this property.

Motion by Whitesides, second by Haase to approve Resolution #2007-162. Upon roll call vote, Councilmember's Brown, Haase, Zapata, Nickerson, Gericke, Carney, and Whitesides voted aye. Councilmember's Gilbert, Niemann, and Meyer voted no. Motion adopted.

#2007-172 – Approving City of Grand Island Affirmative Action Plan. Brenda Sutherland, Human Resources Director reported there were several plans looked at and this plan modeled the City of Lincoln's plan. Discussion was held on classification and upward mobility.

Motion by Whitesides, second by Haase to approve Resolution #2007-172. Upon roll call vote, all voted aye. Motion adopted.

#2007-175 – Approving Agreement with Olsson Associates of Grand Island, Nebraska for Update to Groundwater Study in an Amount not to exceed \$3,250.00. Steve Riehle, Public Works Director gave a history of the groundwater study by Olsson Associates. Discussion was held on funding and costs of the survey. Gary Mader, Utilities Director commented on water contamination, treatment and discharge.

Motion by Whitesides, second by Haase to approve Resolution #2007-175. Upon roll call vote, Councilmember's Brown, Haase, Zapata, Nickerson, Carney, Gilbert, Whitesides, Niemann, and Meyer voted yes. Councilmember Gericke voted no. Motion adopted.

Mayor Hornady welcomed Boy Scout Troop #14 to the meeting.

#### RESOLUTIONS:

#2007-176 – Consideration of Changes to the City Health Insurance Plan to Include Wellness Package. Brenda Sutherland, Human Resources Director reported the idea of a wellness package had been looked at for several years. Mentioned was the health insurance committee consisting of representatives from all unions, non-union, and management personnel within the city. It was

the committee's recommendation to include a wellness program and changes to the current health plan. Ms. Sutherland reviewed the changes to the plan stating claims had increased over the past year and that the city was self insured and increases were necessary.

Introduced were Brad Utoft with Mutual of Omaha and Cassandra Kats with Healthways. Presented was a PowerPoint explaining the wellness program. A lengthy discussion was held on the benefits of the program, cost to the city, employee premiums, and incentive for employees to be a part of the plan.

Motion by Nickerson, second by Whitesides to approve Resolution #2007-176.

Motion by Gericke, second by Carney to table Resolution #2007-176 until the August 7, 2007 City Council meeting. Upon roll call vote, Councilmember's Gericke, Carney, Gilbert, and Meyer voted yes. Councilmember's Brown, Haase, Zapata, Nickerson, Whitesides, and Niemann voted no. Motion failed.

Motion by Whitesides, second by Niemann to call the question. Upon roll call vote, Councilmember's Brown, Haase, Zapata, Nickerson, Gericke, Carney, Gilbert, Whitesides, and Niemann voted yes. Councilmember Meyer voted no. Motion adopted.

Upon roll call vote of the original motion to approve Resolution #2007-176, Councilmember's Brown, Haase, Zapata, Nickerson, Carney, Gilbert, Whitesides, and Niemann voted yes. Councilmember's Gericke and Meyer voted no. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of July 11, 2007 through July 24, 2007, for a total amount of \$3,170,537.94. Motion adopted unanimously.

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

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item G2

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

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

Staff Contact: RaNae Edwards

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

ATTORNEYS AT LAW

ESTABLISHED IN 1929

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

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

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D. STEVEN LEININGER  
BRUCE I. SMITH  
MICHAEL L. JOHNSON  
AREND R. BAACK  
DANIEL M. PLACZEK  
CATHLEEN H. ALLEN  
BRANDON S. CONNICK  
SONYA K. KOPERSKI  
TANYA J. JANULEWICZ

JAMES A. BELTZER  
SPECIAL COUNSEL

OFFICE AT SUPERIOR:

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

A. J. LUEBS (1903-1996)

July 26, 2007

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



Re: Fonner Park Exposition and Events Center, Inc.

Dear Mayor Hornady:

Please have the City Clerk of the City of Grand Island, Nebraska place the following matter on the agenda of the meeting of the City Council of the City of Grand Island, Nebraska scheduled for August 14, 2007:

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

On July 25, 2007 the following persons were elected as directors of the Fonner Park Exposition and Events Center, Inc.:

George Wanitschke  
Vince Dowding  
Jim Cannon  
Barry Sandstrom  
Scott Zana

The Fonner Park Exposition and Events Center, Inc. is a nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code for the purposes of lessening the burdens of government. Specifically, the Fonner Park Exposition and Events Center, Inc. was formed to lessen the burdens of the City of Grand Island, Nebraska in planning, constructing and operating an agricultural exposition and events center in the City of Grand Island, Nebraska.



As a condition to obtaining exemption under Section 501(c)(3) of the Internal Revenue Code, the Internal Revenue Service required that the following provisions be included in the Bylaws of Fonner Park Exposition and Events Center, Inc.:

- (1) The Mayor of the City of Grand Island, Nebraska nominates one (1) member of the Board of Directors of Fonner Park Exposition and Events Center, Inc.; and
- (2) The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. is submitted to the City Council of the City of Grand Island, Nebraska for ratification.

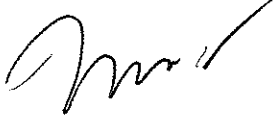
Because Fonner Park Exposition and Events Center, Inc. was formed for the purpose of lessening the burdens of government, the Internal Revenue Service imposed the foregoing requirements on Fonner Park Exposition and Events Center, Inc. so that there would be an opportunity for oversight by the City of Grand Island, Nebraska in regard to the election of directors of Fonner Park Exposition and Events Center, Inc.

As you know, you nominated Scott Zana as a member of the Board of Directors of Fonner Park Exposition and Events Center, Inc. in compliance with the requirements of (1) above. The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. should now be submitted to the City Council of the City of Grand Island, Nebraska for ratification in compliance with the requirements of (2) above.

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,  
BAACK, PLACZEK & ALLEN



MICHAEL L. JOHNSON  
MLJ/bcs

cc: ✓ Ms. RaNae Edwards, City Clerk  
Mr. Hugh Miner, Jr.



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item G3

**#2007-177 - Approving Bid Award for SCBA Equipment**

Staff Contact: Jim Rowell

# **Council Agenda Memo**

**From:** Troy Hughes, Training Division Chief  
**Meeting:** August 7, 2007  
**Subject:** SCBA Equipment  
**Item #'s:** G-3  
**Presenter(s):** Jim Rowell, Fire Chief

## **Background**

The Hall County Mutual Aid Association is comprised of nine fire departments which include; Grand Island Fire Department, Grand Island Rural Fire Department, St. Libory Fire Department, Phillips Fire Department, Doniphan Fire Department, Alda Fire Department, Cairo Fire Department, Wood River Fire Department, and Chapman Fire Department.

In 2006 these nine departments exerted a great effort and effectively cooperated to formulate and submit a grant application to the Department of Homeland Security. This grant would replace, update and add to the existing supply of self-contained breathing apparatus (SCBA) throughout the nine fire departments. In addition to new or updated self-contained breathing apparatus, this grant also provides funding for equipment to conduct required yearly flow testing of the apparatus and fit testing of the individual department members required to wear the apparatus.

After receiving approval from the Department of Homeland Security, the Grand Island Fire Department mailed out equipment specifications on May 3, 2007 and received bids from four vendors on May 22, 2007.

## **Discussion**

The intention of this grant request was to improve interoperability of self-contained breathing apparatus among the nine fire departments. Ideally, we would have liked to have had only one manufacturer of SCBA's to simplify training, fit testing, and flow testing requirements. In preparing the grant request, an inventory of existing SCBA was conducted and it was discovered that Doniphan had received new Scott self-contained breathing apparatus and Alda had received new ISI self-contained breathing apparatus within the last year. It was decided by the group to limit bids to these two brands to limit

interoperability problems. Interoperability is very important to these nine departments because they all depend upon each other to provide mutual aid assistance at fires and other emergency events.

This was a complicated bid as the various departments had unique needs according to the equipment they already owned which made it necessary to have multiple suppliers and equipment purchases. Of the two bids received for the ISI products; Heiman Fire Equipment had the low bid for a total of \$76,948.57. Municipal Emergency Services was the only bidder for the Scott products and low bidder for the Posi-Check testing device for a total of \$441,077.00. There were three bids submitted for the Portacount fit testing device. TSI and Avon submitted bids the supplied a Portacount device. MES submitted a lower bid on an OHD brand device as an alternative to the Portacount. This device would not interface with existing fit testing equipment and was therefore rejected. TSI was chosen to supply the Portacount fit testing device for a total of \$30,450.00.

This being a regional grant request required one entity to act as the point of contact for all nine represented agencies. The City of Grand Island was designated to lead this project which means that the City of Grand Island will purchase all of the equipment and be reimbursed by the Department of Homeland Security and the other eight fire departments for their share. This grant is funded by 80% federal funds and 20% local share. The sum total of all equipment bid is \$548,475.57. The federal share of this grant is \$438,780.46 and the local share is \$109,695.11 (see attachment for complete breakdown of cost per department).

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the bids as submitted.

### **Sample Motion**

Motion to approve a resolution that awards the bid to Heiman Fire Equipment, Ashton, IA for \$76,948.57; Municipal Emergency Services, Inc., Fremont, NE for \$441,077.00; and to TSI Incorporated, St. Paul, MN for \$30,450.00. for a grand total of \$548,475.57.

## 2006 Assistance to Firefighters Act Grant

Department	GIFD	Phillips	St. Libory	Doniphan	Alda	Cairo	GI Rural	Wood River	Chapman		Total Cost	Unit Cost
ISI 2002 SCBA					2	7			9	18	\$50,966.82	\$ 2,831.49
ISI 2007 SCBA w/bb										0	\$0.00	\$ 3,536.39
ISI spare facepieces 2002					7			6		13	\$3,789.50	\$ 291.50
ISI spare facepieces 2007										0	\$0.00	\$ 291.50
ISI spare bottles					12				9	21	\$9,565.50	\$ 455.50
ISI hard storage cases					2	5			9	16	\$1,017.60	\$ 63.60
ISI RIC bag					1	1		1	1	4	\$6,304.24	\$ 1,576.06
ISI Fit Test facepieces					1			1	1	3	\$554.91	\$ 184.97
Retrofit Cairo ISI SCBA						10				10	\$4,750.00	\$ 475.00
<b>Heiman Fire Equipment - Total Bid Award</b>											<b>\$76,948.57</b>	

Scott SCBA, bb, pt	50	12	14				16			92	\$366,988.00	\$ 3,989.00
Scott SCBA, ri, bb, pt	4		1				1			6	\$27,834.00	\$ 4,639.00
Scott spare bottles	54	12	15				17			98	\$29,988.00	\$ 306.00
Scott spare facepieces	14	6	3				15			38	\$5,890.00	\$ 155.00
Scott hard storage case			2				4			6	\$330.00	\$ 55.00
Scott RIC bag		1	1	1			1			4	\$2,480.00	\$ 620.00
Scott Fit Test adapters	1	1	1	1			1			5	\$230.00	\$ 46.00
Posi-Check	1/9	1/9	1/9	1/9	1/9	1/9	1/9	1/9	1/9	1	\$7,337.00	\$ 7,337.00
<b>Municipal Emergency Services - Total Bid Award</b>											<b>\$441,077.00</b>	

Portacount fit test	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	3	\$30,450.00	\$ 10,150.00
<b>TSI, Incorporated - Total Bid Award</b>											<b>\$30,450.00</b>	

Total bid award											\$548,475.57
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Total by department	240,944.56	57,334.56	70,514.56	4,864.56	19,256.27	30,663.05	81,074.56	7,708.59	36,114.90		\$548,475.57
Department share	48,188.91	11,466.91	14,102.91	972.91	3,851.25	6,132.61	16,214.91	1,541.72	7,222.98		\$109,695.11
Federal share	192,755.64	45,867.64	56,411.64	3,891.64	15,405.01	24,530.44	64,859.64	6,166.87	28,891.92		\$438,780.46

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



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** May 22, 2007 at 11:00 a.m.

**FOR:** SCBA Equipment

**DEPARTMENT:** Fire

**ESTIMATE:** \$548,850.00      Federal Share      \$439,080  
Department Share      \$109,770

**FUND/ACCOUNT:** 10022101-85540

**PUBLICATION DATE:** May 5, 2007

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<b><u>Municipal Emergency Services, Inc.</u></b>	<b><u>Heiman Fire Equipment</u></b>
	Fremont, NE	Ashton, IA
<b>Exceptions:</b>	Noted	Noted

**Bid Prices Per Unit:**

ISI Viking Z Seven	No Bid	\$3,409.19
Scott Air Pak 75	3,596.00	No Bid
Spare Bottle	306.00	455.50
Storage Cases	55.00	63.60

**Option #1 Radio Interface:**

EZ Con II	\$404.00	\$408.10
EPIC Wireless	650.00	

**Option #2 Buddy Breather System:**

\$257.00	\$127.20
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**Option #3 Supplied Air Line Connection:**

Hansen Coupler \$306.00	\$143.10 - Hansen H/C Airline
-------------------------	-------------------------------

**Option #4 Firefighter Tracking System:**

Pack Tracker	\$136.00	\$1,268.82
Receiver Unit	805.00	1,590.00 – Receiver unit

ISI Air Switch Facemask 2002 Standards: - No Bid	\$2,831.49
Extra Face Pieces, ISI 2007 Standard - No Bid	291.50
Extra Face Pieces, ISI 2002 Standard - No Bid	291.50
Extra Face Pieces, Scott Air Pack	\$155.00
	No Bid

ISI RIC Pack:	No Bid	\$1,576.06
Scott RIC Pack II	\$620.00	No Bid

Retrofit 10 Cairo Fire ISI – No Bid	\$475.00
-------------------------------------	----------

ISI Fit Test Face Pieces – No Bid	\$184.97
Scott Fit Test Adapters	\$46.00
	No Bid

Portacount Fit Testing Device	\$6,800.00	No Bid
Posi-Check 3 SCBA Testing Device	\$7,337.00	\$9,530.00
		357.75 – ISI Software

Bidder:	<u>AVON Protection</u>	<u>TSI Incorporated</u>
	Lawrenceville, GA	St. Paul, MN
Exceptions:	Noted	None

ISI Viking Z Seven	\$6,423.00	No Bid
Scott Air Pak 75	No Bid	No Bid
Spare Bottle	850.00	No Bid
Storage Cases	120.00	No Bid

Option #1 Radio Interface:		
	\$770.00	No Bid

Option #2 Buddy Breather System:		
	\$240.00	No Bid

Option #3 Supplied Air Line Connection:		
Hansen	\$270.00	No Bid

Option #4 Firefighter Tracking System:		
Avon ISI	\$1,995.00	No Bid
Receiver Unit	2,500.00	No Bid

ISI Air Switch Facemask 2002 Standards: - \$5,333.00	No Bid
Extra Face Pieces, ISI 2007 Standard – 938.00	No Bid
Extra Face Pieces, ISI 2002 Standard – 938.00	No Bid
Extra Face Pieces, Scott Air Pack	No Bid

**ISI RIC Pack:           \$2,973.70**

**No Bid**

**Scott RIC Pack II    No Bid**

**No Bid**

**Retrofit 10 Cairo Fire ISI – \$795.00**

**ISI Fit Test Face Pieces – \$349.00**

**No Bid**

**Scott Fit Test Adapters - No Bid**

**\$165.00**

**Portacount Fit Testing Device   \$10,150.00**

**\$10,150.00**

**Posi-Check 3 SCBA Testing Device   9,445.00**

**No Bid**

cc:     Jim Rowell, Fire Chief  
         Chris Hoffman, Fire Admin. Assist.  
         Sherry Peters, Legal Secretary

Troy Hughes, Training Division Chief  
Dale Shotkoski, Purchasing Agent

**P1152**



R E S O L U T I O N    2007-177

WHEREAS, the Hall County Mutual Aid Association is comprised of nine area fire departments; and

WHEREAS, in 2006 the nine fire departments effectively formulated and submitted a grant application to the Department of Homeland Security to replace, update and add to the existing supply of self-contained breathing apparatus (SCBA) equipment; and

WHEREAS, after receiving approval from the Department of Homeland Security, the City of Grand Island was designated to act as the point of contact to purchase the SCBA equipment for the Hall County Mutual Aid Association; and

WHEREAS, the grant will be funded by 80% federal funds and 20% locally; and

WHEREAS, the City of Grand Island invited sealed bids for SCBA Equipment, according to plans and specifications on file with the Fire Department and on May 22, 2007, bids were received, opened and reviewed; and

WHEREAS, the following were low bidders for their respective variety of equipment, to-wit: Heiman Fire Equipment of Ashton, Iowa, for \$76,948.57; Municipal Emergency Services, Inc. of Fremont, Nebraska for \$441,077.00; and TSI Incorporated of St. Paul, Minnesota for \$30,450.00, for a total of \$548,475.57.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the following bids are hereby approved as the lowest responsible bids: Heiman Fire Equipment of Ashton, Iowa, for \$76,948.57; Municipal Emergency Services, Inc. of Fremont, Nebraska for \$441,077.00; and TSI Incorporated of St. Paul, Minnesota for \$30,450.00, for a total of \$548,475.57.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_

Approved as to Form <input type="checkbox"/> _____ August 3, 2007 <input type="checkbox"/> City Attorney
---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item G4

**#2007-178 - Approving Annual Agreements for Support, License, Operating System and Database Administration with MUNIS**

Staff Contact: David Springer

# **Council Agenda Memo**

**From:** Dave Springer, Finance Director

**Meeting:** August 7, 2007

**Subject:** Approving Annual Agreement for Operating System & Database Administration Support with MUNIS

**Item #'s:** G-4

**Presenter(s):** Dave Springer, Finance Director

## **Background**

On July 10, 2001, Council approved the purchase and implementation of the MUNIS integrated financial software system. In order to receive needed software upgrades and technical assistance from the company, it is necessary to enter into an annual Operating System and Database Administration Support Agreement.

## **Discussion**

The cost for the period of 9/14/2007 to 9/13/2008 of the Operating System Support is \$21,069.74, for the MUNIS licensing and Support is \$90,052.20, for Data Base Server Support is \$4,468, and for User Interface Support is \$3,000, for a total annual cost of \$118,589.94. The need for annual support and their related costs were presented to Council at the time of the initial purchase. We have 50 client seats or licenses.

## **Alternatives**

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

1. Approve the 2007-2008 contracts with MUNIS for software support.
2. Disapprove or deny the contract.
3. Modify the Resolution to meet the wishes of the Council
4. Table the issue

### **Recommendation**

City Administration recommends that the Council approve the 2007-2008 software support contract with MUNIS.

### **Sample Motion**

Approve the annual licensing and support agreements with MUNIS as presented.

# Annual Agreement For Operating System & Database Administration Support

Invoice to: City of Grand Island

Contact: Robyn Splattstoesser

Address: P. O. Box 1968 Grand Island, Nebraska 68802-

Telephone: 308-385-5444

This Agreement (herein "Agreement") is entered into between City of Grand Island (CUSTOMER) with its principal place of business at P. O. Box 1968 Grand Island, Nebraska and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at 370 US Route One Falmouth, Maine, 04105 on this 30 day of July, 2007.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

CUSTOMER agrees to purchase and MUNIS agrees to provide the services listed below in accordance with the following terms and conditions.

## I. Term of Agreement:

This Agreement is effective as of 9/14/2007 and shall remain in force until 9/13/2008 (one year term). Upon termination of this Agreement CUSTOMER may renew the Agreement for subsequent one year periods at the then current fee structure as established by MUNIS.

## II. Scope of the Agreement:

Both parties acknowledge that this Agreement covers the services described below, for the operations of:

X City/Town      School      County      Other

(This Agreement is limited to only those entities marked.)

## III. Payment:

1. CUSTOMER agrees to pay MUNIS \$21,069.74, for the services as described below. This payment is due and payable upon execution of the Agreement.
2. Additional Charges. Any maintenance performed by MUNIS for CUSTOMER who is not covered by the Agreement will be charged at the then applicable time rate. All materials supplied in connection with such non-covered maintenance or support will be charged to CUSTOMER. Any additional charges will be added to the next invoice submitted to CUSTOMER and shall be due on the same date as the other charges included in that invoice.

## IV. Covered System:

Specified Hardware System:

Dell PowerEdge 6850  
Windows 2003

Database Products:

Informix IDS 9.4 WCE  
50 Users

## V. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of CUSTOMER.
  - a. OS/DBA Service is available during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement.
  - b. OS/DBA related trouble calls can be placed by dialing 1-800-772-2260 and choosing option 3, then choosing option 5. . . At particular times, your call may be forwarded to the OS/DBA mailbox at extension 5545. In either case, your call will be recorded and answered on a first in first out basis, except on reports that declare your system is down, which are moved to the head of the queue.
  - c. The Windows System Administration services are restricted to the Application Server that MUNIS is installed on. In cases where a stand by server is employed, the stand by server is included as long as the stand by server is only used in the event of the primary application server failing. Specifically, the standard OS/DBA contract for Windows System Administration support is intended to be for a single Windows Server; the MUNIS Application Server.
  - d. Database: The intended coverage for a standard OS/DBA contract is for a single MUNIS Application Server running any number of MUNIS Application modules utilizing 1 live and 1 training database. Therefore, the Database Administration services are restricted to 2 MUNIS Databases, defined as one live database and one training database.
    - (1) In cases where multiple live databases exist, as is the case when more than one business entity shares the MUNIS Application Server, each additional separate business entity is required to contract for the Database Administration Services portion of the OS/DBA Services contract separately at a rate of 50% of the quoted OS/DBA contract price. In this event, one of the business entities sharing the MUNIS Application Server is required to purchase the OS/DBA contract at full price.
    - (2) In cases where multiple databases exist, and all databases belong to a single business entity, only one live and one training database will be covered. Each additional database pair of one live and one training, or one live and no training, must be contracted for separately at the rate of 50% of the quoted OS/DBA contract price.
  - e. MUNIS Application Software: MUNIS GUI; The standard OS/DBA service includes coverage for one or two complete sets of MUNIS GUI application programs and forms, defined as one live set and one training set.
  - f. MUNIS Required Foundation Software
    - (1) The standard OS/DBA contract includes a single installation of all MUNIS required foundation software.

- (2) MUNIS required foundation software is defined as any software required to run MUNIS. This includes Database Engine software, Informix 4GL Runtime software, Informix Dynamic 4GL software and 4J's Universal Compiler Runtime software.
- (3) In no case does the OS/DBA contract supply support for any Microsoft Product including the PC operating system.
- g. In cases where multiple installations of foundation software exist for any purpose other than as required for a stand by or back up server configuration, such as a development installation, only the installation required to run MUNIS is covered under the standard OS/DBA contract.
- h. The scope of the service provided by a standard OS/DBA contract is restricted to the installation and configuration of MUNIS Application software and MUNIS required foundation software as originally installed on the MUNIS Application Server.
- i. Further services in the category of Windows System Administration are limited to administrative tasks on the installed Operating System.
- j. Further services in the category of Data Base Administration are limited to administrative tasks on the installed Database Engine software.
2. **Limitations and Exclusions:**
  - a. This Agreement does include the installation and configuration of a new or upgraded server once every two years.
  - b. This Agreement does not include the installation and configuration of a new Informix Engine.
  - c. This Agreement does not provide support for software not required to run MUNIS.
  - e. This Agreement does not provide support for software required but not recommended (i.e. terminal emulation software that has not been recommended by MUNIS).
3. **CUSTOMER Responsibilities:**
  - a. CUSTOMER shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
  - b. CUSTOMER shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by CUSTOMER in each instance.
4. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by CUSTOMER for services under this Agreement. CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE. EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.

#### VI. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with, the laws of the client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and MUNIS.
3. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty days overdue. Support and services will be reinstated when CUSTOMER's account is made current.
4. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of MUNIS, Inc.

CUSTOMER<sup>10</sup>

Tyler Technologies, Inc., MUNIS Division



Richard E. Peterson, Jr., President

July 30, 2007

Date

\_\_\_\_\_  
Date

<sup>10</sup>CUSTOMER's acceptance signature is optional. Payment of this contract by CUSTOMER signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

RESOLUTION 2007-178

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

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

WHEREAS, the cost for the period of September 14, 2007 to September 13, 2008 for operating system support is \$21,069.74; and

WHEREAS, the cost for the period of September 14, 2007, to September 13, 2008 for Munis licensing and support is \$90,052.20; and

WHEREAS, the cost for the period of September 14, 2007, to September 13, 2008 for Data Base Service Support is \$4,468.00 and for User Interface Support is \$3,000.00; and

WHEREAS, the proposed agreements have been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Annual Agreement for Operating System and Database Administration Support by and between the City and Munis, Inc. for the amount of \$118,589.94 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
August 3, 2007	☐ City Attorney



---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item G5**

**#2007-179 - Approving Expansion of Police Department Telephone System**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** August 7, 2007

**Subject:** Expansion of Police Department Telephone System

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

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Police Department and Sheriff's Office are preparing for moving to the new Law Enforcement Center in late 2007. The move requires an expansion of the telephone system. The Police Department currently owns an Iwatsu telephone system. The Police Department is recommending purchasing the equipment and services through Business Telecommunications Systems Inc. as a sole source vendor for expansion of the current system at a maximum cost of \$32,095.00.

## **Discussion**

Currently the Police Department has an Iwatsu telephone system in the Public Safety Center. The Sheriff's Office is on a separate system owned by the County. Operations in the new Law Enforcement Center will require an expansion of the current system to support the Police Department and the Sheriff's Office, as well as the larger facility. The expansion will update equipment in the current system, support the increased number of extensions and phones, and allow for tracking of long distance calls by agency for billing purposes at a cost considerably less than purchasing a new system.

The cost of expanding the Police Department's current system is \$32,095.00. We are recommending the purchase of equipment and services for expanding the current Iwatsu system be awarded to Business Telecommunications Systems Inc. as a sole source vendor for the expansion of the system. The reasons for this recommendation are:

1. The cost of upgrading and expanding the current system is less than purchasing a new system.
2. We will not need to purchase as many new phones because we will be able to use our existing phones with the system in the new facility.

3. Business Telecommunications Systems Inc. is the only vendor in the area selling and supporting Iwatsu systems.

Expansion of the telephone system was allowed for in the planning of the new Center and funding is available for the project.

### **Alternatives**

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

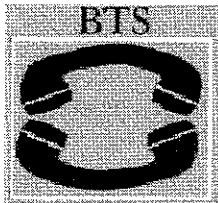
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the purchase of equipment and services to expand the Police Department Iwatsu telephone system with Business Telecommunications Systems Inc. as a sole source vendor for a maximum cost of \$32,095.00.

### **Sample Motion**

Motion to approve the purchase of equipment and services to expand the Police Department Iwatsu telephone system with Business Telecommunications Systems Inc. as a sole source vendor for a maximum cost of \$32,095.00.



PROPOSAL SUBMITTED TO:

Safety Center

ADDRESS:

CITY, STATE and ZIP CODE:

Grand Island, NE 68801

ATTENTION:

Chief Lamken

# Proposal

## Business Telecommunication Systems Inc.

Telephone Systems - Data Networking - Paging

P.O. Box 2002, 3312 Island Circle

Grand Island, Nebraska 68802

(308) 382-1011 (800) 809-5144 Fax (308) 382-0986

PHONE:

308-385-5400

DATE:

July 5, 2007

JOB NAME:

JOB LOCATION:

JOB PHONE:

JOB FAX:

FAX:

We hereby submit specifications and estimates for:

additions to the telephone system consisting of the following:

- 1 - 042056 IX-ECS-IP CAMPUS MAIN & REMOTE 1024 PKG
- 1 - 042059 ECS APS UPGRADE PKG
- 1 - 040030 ECS EXPANSION PKG "A" (SHELF 1)
- 1 - 040031 ECS EXPANSION PKG "B" (SHELVES 2,4)
- 3 - 101271 IX-EMBU
- 1 - 000315 SMDR LICENSE
- 1 - 101580 IX-8UNTK CID Trunk card (8 circuit)
- 1 - 040360 IX-16PSUB (16 CIRCUIT DIGITAL KT)
- 1 - 101472 IX-8SUBS-4 (8 SLT CIRCUIT MOTHERBOARD)
- 1 - 101473 IX-8ESUBS-4 (Daughter Board)
- 28 - 104214 IX-12 KTS-3 (BLACK)
- 1 - 076900 DDPH Door phone
- 1 - Tapit Call Accounting (multi User)
- 2 - Fiber Transceivers

Installed additions price : \$ 32,095.00

Price includes all labor to move the upgraded existing equipment, installation and programming of additional equipment.

Includes 2 year warranty on products and parts. 1 year on labor.

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Thirty Two Thousand Ninety Five dollars and 00/100 \$ 32,095.00

Payment to be made as follows:

**50% due upon acceptance of proposal; and the balance due upon system cutover date.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized  
Signature

*Loren Cleveland*

Note: This proposal may be withdrawn by us if not accepted within 45 Days

DATE OF  
ACCEPTANCE

Signature

RESOLUTION 2007-179

WHEREAS, on May 2, 2006, by Resolution No. 2006-151, the City of Grand Island awarded a bid for the construction of a Law Enforcement Center; and

WHEREAS, construction of the Law Enforcement Center requires an expansion of the current Iwatsu telephone system used by the Grand Island Police Department; and

WHEREAS, Business Telecommunication Systems, Inc., is the only vendor in the area selling and supporting the Iwatsu telephone system; and

WHEREAS, to upgrade and expand the Police Department's current telephone system for the Law Enforcement Center, it is requested that Business Telecommunication Systems, Inc., be designated as the sole source provider for such telephone expansion; and

WHEREAS, the cost of expanding the current telephone system of the Police Department through Business Telecommunication Systems, Inc., shall not exceed \$32,095.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Business Telecommunication Systems, Inc., of Grand Island, Nebraska, is hereby designated as the sole source provider for the expansion of the telephone system for the Grand Island Police Department at a cost not to exceed \$32,095.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 2, 2007	☐ City Attorney



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item G6

**#2007-180 - Approving Change Order No. 13 with Chief  
Construction for Law Enforcement Center**

Staff Contact: Steve Lamken

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** August 7, 2007

**Subject:** Change Order #13, Law Enforcement Center

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

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds were provided in the contract to allow for needed change orders during the project. To date there is \$126,308.50 remaining in contingency funds.

## **Discussion**

Change Order #13 includes three changes in the construction project. The changes have a cost of \$37,980.90. Accepting the changes will leave the contingency funds balance at \$88,327.60.

A roof drain needs to be relocated in the multipurpose room. This creates an additional cost of \$482.90.

The service wiring to the HVAC units on the roof of the Center require copper wire instead of the aluminum wire that was being specified for the project. This creates an additional cost of \$37,333.00. This is a large cost but is necessary and required to ensure safety, avoid additional maintenance, and provide for the long term serviceability of the facility.

We are requesting a change in the glazing of the windows in the motorcycle garage. We are requesting that the glass panes be etched which does not allow vision into the room from the outside. This creates an additional cost of \$165.00. This is less expensive than providing window dressings.



A summary of the costs of Change Order #13 are:

Relocation of Roof Drain -	+ \$ 482.90
Replacing Aluminum Wire With Copper-	+ \$ 37,333.00
Change Glazing in Garage -	+ \$ 165.00
 Total Cost -	 + \$37,980.90

### **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 move to approve Change Order #13.

### **Sample Motion**

Motion to approve Change Order #13 with Chief Construction for the sum of \$37,980.90 for: relocation of a roof drain, replacing aluminum wire with copper and changing glazing in one window.



# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 013	<b>OWNER:</b> <input checked="" type="checkbox"/>
Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	<b>DATE:</b> July 23, 2007	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 0412	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	<b>CONTRACT DATE:</b> June 15, 2006	<b>FIELD:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>OTHER:</b> <input type="checkbox"/>

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

General Contractor's Request for Information # 62, Attached

DATE: May 30, 2007

SCOPE: Relocation of Roof Drain

COST: ADD \$482.90

Architect's Proposal Request #22-1, Attached

DATE: May 25, 2007

SCOPE: Changing from Aluminum wiring back to Copper wiring.

COST: ADD \$37,333.00

Architect's Proposal Request #24

DATE: June 19, 2007

SCOPE: Change Glazing type in Motorcycle garage.

COST: ADD \$165.00

The original Contract Sum was	\$	7,406,080.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	7,406,080.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	7,406,080.00

The Contract Time will be unchanged by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 20, 2007

The original contingency allowance included in the contract was	\$	150,000.00
The net change to the contingency allowance by previous Change Orders	\$	23,691.50
The contingency allowance prior to this Change Order Was	\$	126,308.50
The contingency allowance will be decreased by this Change Order in the amount of	\$	-37,980.90
The new contingency allowance including this Change Order will be	\$	88,327.60

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

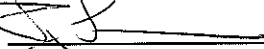
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects

ARCHITECT (Firm name)

5799 Broadmoor, Suite 520, Mission,  
Kansas 66208

ADDRESS



BY (Signature)

Jeremy Levasseur

(Typed name)

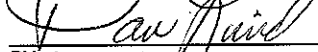
7.23.07  
DATE

Chief Construction Company

CONTRACTOR (Firm name)

2107 North South Road, Grand Island,  
Nebraska 68803

ADDRESS



BY (Signature)

Dan Lind

(Typed name)

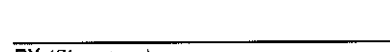
7.23.07  
DATE

City of Grand Island

OWNER (Firm name)

100 East 1st Street, Grand Island,  
Nebraska 68801

ADDRESS



BY (Signature)

Margaret Hornady

(Typed name)

DATE

R E S O L U T I O N    2007-180

WHEREAS, on May 2, 2006, by Resolution 2006-151, the City of Grand Island awarded a bid in the total amount of \$7,406,080.00 (including alternate bids 2 and 3) for the construction of a Law Enforcement Center to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, included in the \$7,406,080 bid was a construction contingency of \$150,000; and

WHEREAS, on June 12, 2007, by Resolution 2007-135, the City of Grand Island approved Change Order No. 12 to modify the door hardware, add concrete for a corridor wall; remove the suspended ceiling in the evidence storage area; modify the IT server room; install steel lintels for the sallyport overhead doors; and, change the furnishing in the courtyard patio; and

WHEREAS, it is necessary to locate a roof drain in the multipurpose room; replace aluminum wire with copper wire to the HVAC units on the roof; and, replace glass window panes in the motorcycle garage with etched window panes; and

WHEREAS, such changes have been incorporated into Change Order No. 13, and will decrease the contingency fund to \$88,327.60.

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.13 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Relocation of Roof Drain.....	\$	482.90
Replacement of Aluminum Wire with Copper.....	\$	37,333.00
Change Glazing in Motorcycle Garage.....	\$	165.00
Total Cost.....	\$	37,980.90

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form <input type="checkbox"/> _____ August 2, 2007 <input type="checkbox"/> City Attorney
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# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item G7

**#2007-181 - Approving Construction of Sanitary Main, Lift Station, Forced Main, and Appurtenances Located East of Sky Park Road to the Army Aviation Support Facility and to Improve Sewer Line for New Construction on Sky Park Road**

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

Staff Contact: Wes Nespor, Assistant City Attorney

RESOLUTION 2007-181

WHEREAS, The City of Grand Island and the Hall County Airport Authority have previously reached an agreement in principle for infrastructure improvements; and

WHEREAS, the construction of such improvements is a proper governmental function; and

WHEREAS, an interlocal agreement will have been adopted regarding sharing the cost of such improvements

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the following improvements be made in accordance with plans and specifications approved by the engineer for the City, who shall estimate the cost thereof. Bids for the construction of said improvements shall be taken and contracts entered into in the manner provided by law, to wit:

A. Upgrade the sewer line, manholes, and appurtenances beginning at the intersection of Geddes Street and Capital Avenue and running thence East in the Capital Avenue right-of-way to Sky Park Road; thence Northerly in the Sky Park Road right-of-way approximately 1150 feet to the point of termination.

B. Sanitary sewer main, forced main, lift station and appurtenances from the point of termination in paragraph A Northeasterly to a point approximately 220 feet East and 553 feet North of the Southwest corner of Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	☐ _____
August 2, 2007	☐ City Attorney



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item G8

**#2007-182 - Approving Interlocal Agreement with Hall County  
Airport Authority**

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

Staff Contact: Wes Nespor, Assistant City Attorney

RESOLUTION 2007-182

WHEREAS, the City of Grand Island and the Hall County Airport Authority have reached an agreement in principle for the construction of infrastructure of a helicopter facility for the Army Aviation Support Facility; and

WHEREAS, the construction of this infrastructure is best accomplished through an interlocal agreement; and

WHEREAS, the interlocal agreement between the City of Grand Island and the Hall County Airport Authority has been reviewed by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperative Agreement by and between the City of Grand Island and the Hall County Airport Authority is hereby approved according to the terms set out in the agreement.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item G9**

**#2007-183 - Approving Setting Board of Equalization Date for  
Annual Mowing Assessments**

**Staff Contact: Wes Nespor, Assistant City Attorney**

# **Council Agenda Memo**

**From:** Dave Springer, Finance Director

**Meeting:** August 7, 2007

**Subject:** Approving Setting the Board of Equalization Date for Annual Mowing Assessments

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

**Presenter(s):** Dave Springer, Finance Director

## **Background**

State Statutes required that First Class Cities shall meet in June annually to address any special assessments that have not otherwise been provided for by setting a date for a Board of Equalization and subsequent levies.

## **Discussion**

The only assessments we are aware of that need action are for mowing and weed control on properties wherein the owners, after proper notification, failed to act and the City was forced to have mowing and weed control services done at the City's expense. The Council, meeting as a Board of Equalization, on July 24, 2007 voted to assess those expenses back to the property owners. Unfortunately, City administration had not published a public notice as is required. Thus, the Council is again asked to sit as a Board of Equalization to determine the benefits of these actions on August 28, 2007.

## **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 sit as a Board of Equalization on August 28, 2007 to determine the benefits of mowing and weed control actions undertaken by the City. .

## **Sample Motion**

Motion to approve August 28, 2007 for Council to sit as a Board of Equalization for mowing and weed control assessments.

R E S O L U T I O N    2007-183

WHEREAS, pursuant to Article III of Chapter 17 of the Grand Island City Code, for reason of the failure of the owners, agents, occupants, or persons in possession, charge, or control of lots, tracts, or parcels of land in the City to comply with the notices of the City Council in regard to the cutting and removing of weeds and other rank growth of vegetation, such weeds and other rank growth of vegetation were caused to be removed by the City, and the actual expenses thereof have been audited and paid by the City; and

WHEREAS, the owners, agents, occupants, or persons in possession, charge or control of lots, tracts or parcels of land whereon such weeds and other rank growth of vegetation were caused to be cut by the City and are in default of payment of the expenses and costs incurred by the City therefore; and

WHEREAS, the Finance Department for the City has reported the expenses and costs of such weed cutting to the City Council and recommends that the City Council sit as a Board of Equalization to assess the expenses and costs thereof to the respective lots, tracts, or parcels of land.

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

1. The report of the Finance Department for the City pertaining to the cutting of weeds and other rank growth of vegetation is hereby accepted.
2. The City Council shall sit as a Board of Equalization to determine the benefits of such weed cutting on August 28, 2007 at 7:00 p.m.
3. The City Clerk shall give notice, as required by Section 16-707, R.R.S. 1943, as amended, by one publication in the Grand Island Independent that the City Council will sit as a Board of Equalization on the date and time set forth above, at least ten (10) days prior thereto; and further, that the City Clerk, within five (5) days after the date of publication of the above notice and 10 days prior to the meeting, shall send by U.S. mail, a copy of the published notice to each and every party appearing to have a direct legal interest in such proceeding whose name and post office addresses are known, in accordance with the provisions of Section 25-520.01, R.R.S. 1943, as amended.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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



# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item G10**

**#2007-184 - Approving Contract with Internal Medical Associates  
for Fire Department Physical Exams**

**Staff Contact: Wes Nespor, Assistant City Attorney**

# **Council Agenda Memo**

**From:** Wesley D. Nespor, Assistant City Attorney

**Meeting:** August 7, 2007

**Subject:** Physical Fitness Testing Contract

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

**Presenter(s):** Wesley D. Nespor, Assistant City Attorney

## **Background**

Last year a request for bids for physical fitness testing for the Grand Island Fire Department was published on April 29, 2006. Closing date was May 17, 2006. Only one response was received. The sole proposal was from Internal Medical Associates.

## **Discussion**

The quote is from the previous provider of this testing and we have been satisfied with their performance in past years. The fees are only slightly more than last year per category. Rather than incurring the cost of publication, negotiations were made directly with the previous provider.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve a contract to Internal Medical Associates of Grand Island as a sole source vendor.

## **Sample Motion**

Motion to approve contract with Internal Medical Associates of Grand Island.

RESOLUTION 2007-184

WHEREAS, a request for bids for physical fitness testing for the Grand Island Fire Department was published on April 29, 2006 and the sole proposal was from Internal Medical Associates; and

WHEREAS, a contract may be awarded without competition when after advertising for bids the city council determines that there is only one source for the required supply, service, or construction; and

WHEREAS, the purchasing agent conducted negotiations, as appropriate, as to price, delivery, and terms for physicals

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Internal Medical Associates be awarded a contract to provide physical evaluations for the fire department to be performed and invoiced by September 7, 2007 not to exceed \$17,711.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	☐ _____
August 2, 2007	☐ City Attorney



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item G11

**#2007-185 - Approving Bid Award for Street Improvement Project  
2007-P-5, Intersection of 10th Street and Adams Street/Broadwell  
Avenue**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc



# **Council Agenda Memo**

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

**Meeting:** August 7, 2007

**Subject:** Approving Bid Award for Street Improvement Project  
2007-P-5, Intersection of 10<sup>th</sup> Street and Adams  
Street/Broadwell Avenue

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

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

## **Background**

The intersection of 10<sup>th</sup> Street and Adams Street/Broadwell Avenue has appeared a few times in the Public Works Annual Traffic Summary. The current intersection is triangular; formed by “T” and “Y” intersections at the same location. The result is a sometimes confusing and accident prone intersection. This project will turn Adams Street into a cul-de-sac and eliminate the triangular intersection of 10<sup>th</sup> Street & Adams Street/Broadwell Avenue with 10<sup>th</sup> Street intersecting at Broadwell Avenue as a “T” intersection.

On July 11, 2007 the Engineering Division of the Public Works Department advertised for bids for Street Improvement Project 2007-P-5, Intersection of 10<sup>th</sup> Street and Adams Street/Broadwell Avenue.

## **Discussion**

Two (2) bids were received and opened on July 25, 2007. All bids were submitted in compliance with the contract, plans and specifications. The bid estimate for the project was \$73,236.32. A summary of the bids is shown below.

<b>Bidder</b>	<b>Exceptions</b>	<b>Bid Security</b>	<b>Bid Price</b>
The Diamond Engineering Co. Grand Island, NE	Completion date of April 1, 2008	Universal Surety Company	\$73,102.72
Galvan Construction, Inc. Grand Island, NE	Completion date of December 15, 2007	RLI Insurance Company	\$84,279.13

There are sufficient funds in Account No.40033535-90078 and 10033506-85353 to fund this contract.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve awarding the contract and pass a resolution authorizing the Mayor to sign a contract with The Diamond Engineering Co. of Grand Island, Nebraska.

### **Sample Motion**

Motion to approve the award of the contract to The Diamond Engineering Co. of Grand Island, Nebraska for Street Improvement Project 2007-P-5.

# 10TH AND ADAMS/BROADWELL



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



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** July 25, 2007 at 11:00 a.m.

**FOR:** Street Improvement Project 2007-P-5

**DEPARTMENT:** Public Works

**ESTIMATE:** \$73,236.32

**FUND/ACCOUNT:** 40033535-90078  
10033506-85353

**PUBLICATION DATE:** July 11, 2007

**NO. POTENTIAL BIDDERS:** 8

**SUMMARY**

<b>Bidder:</b>	<b><u>Galvan Construction, Inc.</u></b> Grand Island, NE	<b><u>Diamond Engineering Company</u></b> Grand Island, NE
<b>Bid Security:</b>	<b>RLI Insurance Company</b>	<b>Universal Surety Company</b>
<b>Exceptions:</b>	<b>Noted</b>	<b>Noted</b>
<b>Bid Price:</b>	<b>84,279.13</b>	<b>73,102.72</b>

cc: Steve Riehle, Public Works Director  
Catrina DeLosh, PW Admin. Assist.  
Wes Nespor, Assist. City Attorney

Bud Buettner, Assist. PW Director  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

**P1179**

RESOLUTION 2007-185

WHEREAS, the City of Grand Island invited sealed bids for Street Improvement Project 2007-P-5, according to plans and specifications on file with the City Engineer; and

WHEREAS, on July 25, 2007, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$73,102.72; and

WHEREAS, The Diamond Engineering Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$73,102.72 for Street Improvement Project 2007-P-5 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	☐ _____
August 2, 2007	☐ City Attorney



# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item G12**

**#2007-186 - Approving Storm Water Management Plan Program  
Grant Application**

**Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc**

# **Council Agenda Memo**

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

**Meeting:** August 7, 2007

**Subject:** Approving Storm Water Management Plan Program Grant Application

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

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

## **Background**

In 2005, the EPA expanded the "pollutant discharge" portion of the Clean Water Act of 1977 to include storm water runoff from all Nebraska communities with a population over 10,000. Subsequently, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water community. The City applied for and received a storm water permit from the Nebraska Department of Environmental Quality and adopted a Storm Water Management Plan (see "Forecast" attachment.)

As a result of the passage of LB1226 in the 2006 Nebraska Legislative Session, \$2.5 million in funding was allocated for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs). Eligible communities include Omaha/Douglas County, Lincoln/Lancaster County, South Sioux City, Beatrice, Columbus, Fremont, Grand Island, Hastings, Kearney, Lexington, Norfolk, North Platte and Scottsbluff. Grant awards will be distributed to applicants according to population size.

The City of Grand Island is coordinating SWMP activities among the 10 permitted non-metropolitan communities. The required storm water permit was submitted to the NDEQ in June 2005 and the SWMP was submitted in July 2006. Both are required for eligibility to apply for the grant. Public works is working with Community Development in preparation of the attached grant application to the Department of Environmental Quality for these funds.

## **Discussion**

The grant application is due Wednesday, August 22, 2007. A 20% match for the project is required and will be provided by the City Of Grand Island Public Works Department. Grant awards will be announced prior to October 19, 2007 and projects completed by June 20, 2009.

The City is eligible under Permit #NE200010 for no less than \$93,807, but no more than \$492,000. If all eligible non-metropolitan communities across the state apply, the City will receive \$93,807. If Grand Island is the only non-metropolitan community to apply, the City could receive up to \$492,000. *The grant amount to be requested is \$395,847, which is 1/3 of the estimated annual cost for a fully functional SWMP (\$1,199,537).*

Grant activities are restricted to the Best Management Practices (BMP's) and six Minimum Control Measures (MCM's) identified in the City storm water permit. The six MCM's are: 1) education and outreach, 2) public involvement/participation, 3) illicit discharge detection and elimination, 4) construction site storm water runoff control, 5) post-construction storm water management in new development and redevelopment, and 6) pollution prevention good housekeeping for municipal operations.

## **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 submission of the grant application and authorize the mayor to sign all related documents.

## **Sample Motion**

Motion to approve submission of the grant application and authorize the mayor to sign all related documents.



# STORM WATER MANAGEMENT PLAN PROGRAM GRANT APPLICATION

From the City of Grand Island (Sponsor)  
Regarding Implementation of the  
Storm Water Management Plan for Permit NER300008

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

- The Sponsor must provide at least a 20% cash match for any funds received
- This cash match and the grant award must be kept together in an account separate from any other funds
- These funds must be used only for implementation of the SWMP in permit #NER300008
- These funds may not be used for normal operations and maintenance or flood control
- Additional activities may be funded upon amending the permit with NDEQ approval
- The project duration must not go beyond June 20, 2009
- The Sponsor must provide an annual report at the end of each state fiscal year

To request these forms electronically, call or e-mail Deana Barger at 402-471-6988 or [deana.barger@ndeq.state.ne.us](mailto:deana.barger@ndeq.state.ne.us)

## PART 1 – CONTACT INFORMATION

### PROJECT MANAGER INFORMATION – PLEASE PRINT OR TYPE

PROJECT MANAGER NAME Gary Willard	TITLE Stormwater Technician
STREET ADDRESS 100 East 1st Street P.O. BOX 1968	E-MAIL ADDRESS <a href="mailto:gwillard@grand-island.com">gwillard@grand-island.com</a>
CITY / STATE / ZIP CODE Grand Island , NE 68802-1968	PHONE NUMBER (308) 385-5444 Ext. 270
MAXIMUM AWARD AMOUNT REQUESTED \$ 395,847.00	PROJECT END DATE June 20, 2009
CITY OF GRAND ISLAND COGNIZANT OFFICIAL SIGNATURE  Margaret Hornady, Mayor	DATE

	<b>Minimum Control Measure</b>	<b>Section/Subsection and Activity Element Description from Approved SWMP</b>	<b>Cost (percentage of grant)</b>	<b>Expected Completion Date</b>
1	Education and Outreach	1.1 Distribute Educational Materials on storm water related issues in various media forms.	10%	06/20/2009
2	Education and Outreach	1.2 Develop and run public service announcements.	5%	06/20/2009
3	Public Involvement / Participation	2.2 Participate/Sponsor Community Clean-up events.	5%	06/20/2009
4	Public Involvement / Participation	2.3 Continue operation of storm sewer stenciling program.	5%	06/20/2009
5	Illicit Discharge Detection and Elimination	3.2 Perform dry weather inspections of storm water outfalls.	10%	06/20/2009
6	Illicit Discharge Detection and Elimination	3.3 Mapping of storm sewer system.	10%	06/20/2009
7	Construction Site Storm Water Runoff Control	4.3 Educate contractors and the development community.	5%	06/20/2009
8	Construction Site Storm Water Runoff Control	4.4 Develop design standards for storm water runoff control measures.	5%	06/20/2009
9	Pollution Prevention Good Housekeeping For Municipal Operations	6.1 Continue training materials for city employees.	5%	06/20/2009
10	Pollution Prevention Good Housekeeping For Municipal Operations	6.3 Continue evaluation of municipal operations and implementation of new BMP at facilities.	10%	06/20/2009

RETURN COMPLETED APPLICATION NO LATER THAN 3PM WEDNESDAY, AUGUST 15<sup>TH</sup> TO:  
Deana Barger, Nebraska Department of Environmental Quality, PO Box 98922, Lincoln, Nebraska, 68509

11	Storm Sewer Monitoring	7.1 Develop standard operating procedures for conducting baseline wet weather monitoring.	10%	06/20/2009
12	Storm Sewer Monitoring	7.2 Assessment of city by monitoring discharges.	20%	06/20/2009

RETURN COMPLETED APPLICATION NO LATER THAN 3PM WEDNESDAY, AUGUST 15<sup>TH</sup> TO:  
Deana Barger, Nebraska Department of Environmental Quality, PO Box 98922, Lincoln, Nebraska, 68509

## **TIMELINE FOR STORM WATER MANAGEMENT GRANTS**

August 22, 2007	Applications must be received by the NDEQ by 3:00pm. Applications may be not be submitted electronically or by facsimile.
September 5, 2007	A Cooperative Agreement will be mailed to applicants for the program manager's signature.
September 21, 2007	The signed Cooperative Agreement must be returned to NDEQ to begin payment processing.
October 19, 2007	Recipients will receive the full grant amount by direct deposit within 30 days of NDEQ's receipt of the signed Cooperative Agreement.
July 31, 2008	The first annual report is due, covering project activity from grant inception to June 30, 2008.

## **QUESTIONS & ANSWERS**

- Q. Must the cash match be spent at the same rate as the 20% match requirement?  
A. No; however, the final grant report at the completion of all activities must show at least a 20% cash match.
- Q. Do we need to send copies of invoices with our annual report?  
A. No, but keep them for at least three years past completion of all activities and grant closure. All grant records are eligible for audit.
- Q. Can we repair a storm sewer with this grant?  
A. No. Operation and maintenance activities are not eligible for grant funding.
- Q. Can we build a lake and dam that will stop flooding in the east part of the city with this grant?  
A. No. Flood control is not an eligible activity.
- Q. Can we use these funds for storm water BMPs that aren't in our SWMP?  
A. No, but you can amend your permit to include new BMPs. Contact Mary Schroer, NDEQ Storm Water Program Specialist, at 402-471-2186 to discuss amending your permit.
- Q. Who is eligible to receive Storm Water Management grants?  
A. Only cities and counties with an NDEQ-approved Storm Water Permit.
- Q. How is the amount given to each applicant determined?  
A. First, all eligible applicants are divided into two categories – those located in urbanized areas and those in non-urbanized areas. Applicants in urbanized areas are granted 80% of the available funds, which are divided evenly by applicant population size; those in non-urbanized areas are granted 20% divided evenly by applicant population size.
- Q. Will there be more money available in subsequent years?  
A. It is not yet determined whether or not the grant funding will be renewed.
-



## Forecast for Grand Island: Storm Water is on the way!

No this is not a weather report, just a little information about the City of Grand Island's **NEW** Storm Water Management Plan. Today it seems that any good plan must have a new set of acronyms and this plan is no exception. Starting with (SWMP) or Storm Water Management Plan. The plan is a requirement of the National Pollutant Discharge Elimination System or (NPDES) for small Municipal Separate Storm Sewer Systems or (sMS4) Phase II communities under the Clean Water Act and is a Requirement of City's General Permit Number NER300000 to discharge waters to the state. The City's SWMP has been submitted to the Nebraska Department of Environmental Quality NDEQ and is currently under review. The General Permit requires that the City's SWMP address 6 Minimum Control Measures or (MCM's). To accomplish the (MCM's) you must use Best Management Practices or (BMP's) the BMP's are developed as means by which the City can accomplish each MCM. In plain English the MCM's are the method and the BMP's are the means.

The SWMP begins by addressing Public Education and Participation. **MCM #1 Public Education and Outreach** along with **MCM #2 Public Involvement and Participation** and their associated BMP's create an Education and Outreach Program to educate the public about Storm Water and the hazards of pollutants in storm water runoff. The education program will emphasize public health, safety and conservation along with storm water pollutants information. Participation in events such as the children's Groundwater Festival and using stuffers in utility bills are a few of the ways the program will involve and educate the public.

**MCM #3 Illicit Discharge and Detection Elimination.** The associated BMP's with this MCM call for adoption of a City ordinance prohibiting Illicit Discharges and provides an avenue for the citizens of Grand Island to register storm water pollutant complaints. The Illicit Discharge ordinance will empower the City to track, identify and eliminate illicit discharges to the storm drain system.



## Storm Water is on the way!

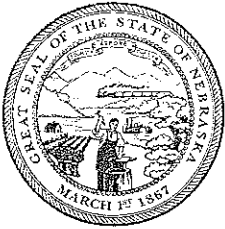
**MCM #4 Construction Site Runoff Controls.** This MCM and associated BMP's calls for the adoption of another ordinance to the City code. This ordinance will be for Erosion and Sediment control. The ordinance will require erosion and sediment control measures be part of construction site plans. Implementation of an Inspection and plan review program will be a part of this ordinance. The education and early involvement of the development community and the contractors will be critical to the success of this program.

**MCM #5 Post Construction Storm Water Management in New Development and Redevelopment.** This is the follow up to MCM #4 after the permanent site controls are in place the BMP's associated with this MCM empower the City to make ongoing inspections of the controls and make sure proper maintenance is preformed to keep them operating properly.

**MCM #6 Pollution Prevention/Good Housekeeping.** The associated BMP's with this MCM call for a staged approach in the training of employees for using good housekeeping practices for the elimination of pollutants. The identification of pollutant potential in municipal operations and maintenance facilities will be the first stage in the program. Reviewing policies and procedures for pollution control and elimination will follow recommending changes as necessary to eliminate pollutants.

This information is offered as an overview of the SWMP. The plan document should be consulted for specific information.





Dave Heineman  
Governor

## STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY

**Michael J. Linder**  
Director

Suite 400, The Atrium  
1200 'N' Street

P.O. Box 98922

Lincoln, Nebraska 68509-8922

Phone (402) 471-2186

FAX (402) 471-2909

website: [www.deq.state.ne.us](http://www.deq.state.ne.us)

July 23, 2007

Margaret Hornady, Mayor  
PO Box 1968  
Grand Island, NE 68802-1968

Dear Ms. Hornady,

The Nebraska Legislature passed LB1226 in 2006, which established the Storm Water Management Plan Program to provide funding to cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs). The first half of this grant fund was distributed last year, and the second half is now available for distribution. The City of Grand Island, permit #NER300010, is entitled to at least \$93,807 and no more than \$492,000 of these funds. Applicants located within urbanized areas will receive 80% of the available funds and those in non-urbanized areas will receive 20%; funds from each category will be distributed evenly amongst the applicants based on their population. If every eligible applicant in your category requests funding, you will receive the minimum amount – if fewer apply, you will receive a larger share.

**Requirements and restrictions:**

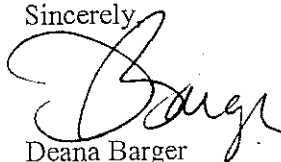
- This money must be used to implement aspects of your SWMP.
- Other appropriate activities may be eligible if your SWMP is amended to include them.
- This money may not be used for operations and maintenance or flood control expenditures.
- You must provide a 20% cash match for any funds received; for example, a \$20 match for every \$100 received.
- The grant award and your cash match must be kept together in their own account.
- Project duration may not go beyond June 20, 2009.
- Annual reports must be submitted yearly for the duration of the project.

**If interested in obtaining funding, you must complete the enclosed application and return it to me at the address on this letterhead no later than 3pm Wednesday, August 22<sup>nd</sup>.**

If you applied last year, you may use the same application, with updated expected completion dates, if you choose. A signed Cooperative Agreement will be mailed to you on or around September 5<sup>th</sup>, 2007. The cognizant official, as indicated on the application, must sign the Cooperative Agreement and return it to me by 3pm Friday, September 21<sup>st</sup>. You will receive full payment of the grant amount within 30 days from receipt of the signed Cooperative Agreement.

Please see enclosed guidance for a more specific timeline and common questions and answers regarding this program. If you have any additional questions, please contact me by e-mail at [deana.barger@ndeq.state.ne.us](mailto:deana.barger@ndeq.state.ne.us) or by phone at 402-471-6988.

Sincerely,



Deana Barger

cc: Steven P. Riehle

RESOLUTION 2007-186

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

WHEREAS, the City of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water community and was required to apply for a storm water permit from the Nebraska Department of Environmental Quality and adopt a Storm Water Management Plan; and

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

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) and is entitled to a minimum of \$93,807.00 and no more than \$492,000.00 from the State of Nebraska; and

WHEREAS, the City is requesting \$395,847.00 and the required twenty percent (20%) match for the project will be provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality is taking applications until August 22, 2007.

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

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such grant application and other documentation on behalf of the City of Grand Island for such grant purposes.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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





# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item I1**

**#2007-187 - Approving Full Time Equivalents (FTE's) for Fiscal Year 2007-2008**

Staff Contact: David Springer

# **Council Agenda Memo**

**From:** Dave Springer, Finance Director

**Meeting:** August 7, 2007

**Subject:** Approve 2007-2008 FTE Requests

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

**Presenter(s):** Dave Springer, Finance Director

## **Background**

At the June 19 council study session, staff presented departmental requests for additional personnel or Full Time Equivalent (FTE) employees supported by justification memos from appropriate directors detailing their needs. Last year saw a net reduction in FTE's, but with the city's growth and the expansion of the City's services and operations, some additional staffing becomes necessary. Cost concerns were expressed by council and administration has responded by scaling back that request by five FTEs and \$198,405. The revised request is for 4.77 FTE's and \$155,613 in the General Fund and 7.27 FTE's and \$260,844 city-wide.

## **Discussion**

Administration feels that a further reduction in FTE requests will begin to compromise the delivery of services performed by these departments and that these are appropriate staffing changes for incorporation into the 2007-2008 budget.

## **Alternatives**

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

1. Approve the recommendation for requested FTEs.
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 approve the FTE requests as presented for incorporation into the final budget.

## **Sample Motion**

Move to approve the FTE requests for incorporation into the 2007-2008 budget.

# SUMMARY OF REQUESTED FTE'S, FISCAL YEAR 2007-2008

( Five Year Financial Impact )

		PERSONAL COST					
Dept No.	Department Name	FTE Recommended	Changes	2008-9 Estimate	2009-10 Estimate	2010-11 Estimate	2011-12 Estimate
<b>GENERAL GOVERNMENT</b>							
<b>114 Finance</b>							
	Less: Accounting Clerk	(0.580)	(\$16,377)	(\$16,868)	(\$17,374)	(\$17,896)	(\$18,432)
<b>PUBLIC SAFETY</b>							
<b>223 Police</b>							
	Custodian	1.000	\$36,307	\$37,396	\$38,518	\$39,674	\$40,864
	School Crossing Guard	0.350	\$5,242	\$5,399	\$5,561	\$5,728	\$5,900
	<b>Total Police Services</b>	1.350	\$41,549	\$42,795	\$44,079	\$45,402	\$46,764
<b>226 Emergency Management</b>							
	Emergency Management Coordinator	1.000	\$31,556	\$32,503	\$33,478	\$34,482	\$35,517
	Emergency Management Clerk	(1.000)	(\$30,459)	(\$31,373)	(\$32,314)	(\$33,283)	(\$34,282)
	Communications Specialist	1.000	\$43,648	\$44,957	\$46,306	\$47,695	\$49,126
	<b>Total Emergency Management</b>	1.000	\$44,745	\$46,087	\$47,470	\$48,894	\$50,361
<b>COMMUNITY ENVIRONMENT &amp; LEISURE</b>							
<b>443 Library</b>							
	Library Assistant - Full Time	1.000	\$40,914	\$42,141	\$43,406	\$44,708	\$46,049
<b>448 Heartland Shooting Park</b>							
	Seasonal Worker	2.000	\$44,782	\$46,125	\$47,509	\$48,935	\$50,403
<b>PROPERTY TAX REQUIREMENT</b>							
	GENERAL GOVERNMENT	(0.580)	(\$16,377)	(\$16,868)	(\$17,374)	(\$17,896)	(\$18,432)
	PUBLIC SAFETY	2.350	\$86,294	\$88,883	\$91,549	\$94,296	\$97,125
	COMMUNITY ENVIRONMENT & LEISURE	3.000	85696.000	88266.880	90914.886	93642.333	96451.603
<b>GENERAL FUND PROPERTY TAX REQUIREMEN</b>		<b>4.770</b>	<b>\$155,613</b>	<b>\$160,281</b>	<b>\$165,090</b>	<b>\$170,043</b>	<b>\$175,144</b>
			=====	=====	=====	=====	=====
<b>ENTERPRISE FUNDS</b>							
<b>505 Sanitary Landfill</b>							
	Equipment Operator	1.000	\$33,686	\$34,697	\$35,737	\$36,810	\$37,914
<b>510 Golf Course</b>							
	Seasonal Part-Time	0.500	\$10,140	\$10,444	\$10,758	\$11,080	\$11,413
	Maintenance Worker II	(1.000)	(\$58,881)	(\$60,647)	(\$62,467)	(\$64,341)	(\$66,271)
	<b>Total Golf Course</b>	(0.500)	(\$48,741)	(\$50,203)	(\$51,709)	(\$53,261)	(\$54,858)
<b>520 Electric Utility</b>							
	Electrical Engineer	1.000	\$61,393	\$63,235	\$65,132	\$67,086	\$69,098
	Wireworker II	1.000	\$58,893	\$60,660	\$62,480	\$64,354	\$66,285
	<b>Total Electrical Utility</b>	2.000	\$120,286	\$123,895	\$127,611	\$131,440	\$135,383
<b>TOTAL ENTERPRISE FUNDS</b>		<b>2.500</b>	<b>\$105,231</b>	<b>\$108,388</b>	<b>\$111,640</b>	<b>\$114,989</b>	<b>\$118,438</b>
<b>TOTAL CITY</b>		<b>7.270</b>	<b>\$260,844</b>	<b>\$268,669</b>	<b>\$276,729</b>	<b>\$285,031</b>	<b>\$293,582</b>

# **Council Agenda Memo**

**From:** Steve Paustian, Park and Recreation Director

**Meeting:** May 2, 2006

**Subject:** Approving Full Time Equivalents (FTE) for Fiscal 2007/2008

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

**Presenter(s):** David Springer, Finance Director

## **Background**

Over the past four years many components of the Heartland Public Shooting Park (HPSP) have been completed or are nearing completion. As more venues are or are near completion the park is drawing increasing numbers of shooting enthusiasts. The shotgun venues, skeet, trap and sporting clays have been available to the public for approximately three years. The rifle and pistol ranges, while not totally finished have been put into limited service as well. This fall, campground construction will begin with the facility available for camping this fall or early next spring.

## **Discussion**

With new venues becoming operational, staffing requirements need to be addressed (see business plan). In order to provide SAFE operations, additional programming, and proper maintenance, increased levels of staffing are required. Staff is requesting the addition of two FTE's to aid in the operation of the HPSP. These FTE's will be part-time and will not be eligible for benefits, maximizing the number of hours the two FTE's can provide at the minimum cost to the City.

## **Alternatives**

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

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

4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council allow for the additional two FTE's in the 2007/2008 Heartland Public Shooting Park budget.

### **Sample Motion**

Motion to approve FTE request.

# Heartland Public Shooting Park



## Business Plan

## Executive Summary

The Grand Island City Council has set the goal of continued support for the development of the Heartland Public Shooting Park since 2005. The completion of the final phase of development for larger venues will create a new goal for the Park, establishing a stable and predictable operating expenses and revenues.

In establishing this financial stability, management must formulate the most operable level of revenues verses expenses. To complete this peak efficiency, management and staff must calculate each venue and total operation to determine the most revenue producing venues and most attended activities. The equation for determining these targeted revenue sources for each venue should be calculated as followed:

**Increased attendees/shooters => (increased revenues per venue – related increased costs of operation per venue) = Net revenue per venue.**

Calculating this formula will allow management to target greater revenue producing venues while continuing to market more popular venues such as skeet and trap. This formula will furthermore assist in establishing a more concise strategic plan to increase attendance/shooters in more specific venues.

An example of these high revenue producing venues would be the RV Park. The RV Park will produce a grater ratio of revenue to expenses as operational expenses are minimal. Skeet and trap venues will have a much smaller revenue ratio as operational expenses are higher when compared to revenue. The reason for this is that every target has a much higher cost associated with it, while cowboy action or the targets of rifle and pistol venues are much less expensive and could be used various times.

An additional tool that will increase accuracy of budgeting revenues and expenditures would be a point of sale software. Over the past few years the Heartland Public Shooting Park has worked with City IT staff to write a program for the park. However with a large workload, change over in staff, the priority of the project, and the intense complexity of point of sale software that was requested caused the completion of the software in-house to stall.

Purchasing the point of sale software would be recommended and implementation by the beginning of the 2007/08 fiscal year. The software should obtain basic information such as:

- ✓ First and Last Name of the Shooter
- ✓ Email
- ✓ Date of Sale
- ✓ Zip Code
- ✓ Venues Shot
- ✓ Number of Rounds
- ✓ Revenue
- ✓ The software must also include the complexity of the rate structure



This software would calculate the number of shooters per venue annually, revenues verses expenses per venue, as well as needed marking information. Trends would be more accurate and operations of venues would be more efficient, by using this software.

Furthermore this park has a significant economical impact on Hall County and Grand Island as it is and will continue to be an area attraction for all types of shooting enthusiast as more venue options open.

Volunteers play an essential role in the operations of the park. The original engineers estimate for the development of the park at this point was \$8,227,194. However the parks capital cost to date is \$3,810,000. The savings of \$4,417,194 can be contributed to the volunteer sweat equity. An attached list describes potential volunteer job opportunities for volunteers to meet their 50 hour requirement to obtain the discount as approved by City Council. The only problem utilizing volunteers pose is that they do not have a consistent work schedule or hours. Having a regular maintenance schedule for the upkeep of the park requires a stable workforce.

Currently the Heartland Public Shooting Park has 1.5 full-time equivalents which accounts for one Park Superintendent and 0.5 full time equivalent of a seasonal worker to operate the 412.5 acre park. The addition of 2 full time equivalents as requested to Council would optimize the operation of the facility creating a more efficient and effective park.

The addition of these requested positions would allow the Park Superintendent the ability to oversee procurement, provide necessary reports, more efficient supervision of staff and volunteers, increased hours of operations, and ultimately grow the park into a national attraction.

**The following business plan for the Heartland Public Shooting Park is a report of operations and capital expense to date, as well as estimated projections for the next five years. As each year brings the opening of a new venue till 2009 it is recommended that fees, expenses, and revenues continue to be calculated with the most current figures to produce the most accurate budgeting. Therefore, it is recommended that this business plan be updated annually and presented to council.**

## History

In 1794 the Grand Island Parks and Recreation Department developed Skeet Ranges located at the City well field site on South Locust Street four miles south of Grand Island. The Grand Island Skeet and Sporting Clay Club, Inc. was formed during this same time to provide the management needed to operate the facility.

In 2001 the Grand Island Skeet and Sporting Clays Club was required to move from the South Locust site with the arrival of the South Locust/Interstate 80 interchange project. The Environmental Impact Statement for the interchange project contained a condition requirement that the existing Grand Island Skeet and Sporting Clays Club move from the well field owned and operated by the City of Grand Island adjacent to the planned highway improvement site. The existing club site was too close to the intended right-of-way to allow an adequate shotfall zone and was not considered an acceptable long term use for the property on the well field.

City officials and representatives of the Club considered multiple relocation sites. In 2001 the United States Army Corps. of Engineers transferred the Cornhusker Army Ammunitions Plant to Hall County, a Re-Use Committee was formed. This committee was tasked with the job of determining how the property would be handled and the proper designation of the land.

Realizing the potential development for a broad range of recreational uses, the City purchased 412 acres of ground for \$350,000 with the financial assistance of the Grand Island Skeet and Sporting Clay Club. The Club raised \$175,000 from the Reynolds Foundation and Kaufmann-Cummings Foundation.

A committee of citizens and city officials was established from 1997 to 2001 to determine a recreational use with an emphasis on shooting sports for the new location. Through experience, knowledge, and marketing information obtained, a plan was created to encompass a variety of outdoor venues. Various meetings were held in the community over the course of five years to explain the project and acquire support from necessary entities that would play an important role in the success of the proposed park. The ultimate vision of the park is to establish a destination for outdoor recreation and tourism in the central United States.

The completion of a five year study presented a three phase plan for the development of the shooting park over six years as well as the hiring of a full-time shooting Park Superintendent to manage the facility.

### Phase I

- Trap
- Skeet
- Sporting Clay Ranges
- Support Facilities

### Phase II

- Pistol Range
- Cowboy Action Range
- Rifle Range
- 7.5-acre Lake

### Phase III

- Campground
- Picnic Shelters

*\*Definitions of each venue start on page 9, costs and % of completed venues can be found on page 5.*

In 2004 the City of Grand Island entered into an agreement with the Grand Island Skeet and Sporting Clays Club. The agreement granted permission to utilize and manage the facility for skeet, trap and sporting clays and changed the name of the club to the Heartland Public Shooting Park. The agreement furthermore required the City of Grand Island and the Club to contribute funding for the development of the facility. The Club was required to contribute over \$200,000 and the City assisted in obtaining funding from various sources, including local foundations and businesses, and loaned the Club \$100,000, which was repayable to the City over a period of five years. Once the improvements to the facility were completed the property would belong to the City of Grand Island. *\*This document can be found on page 28.*

In 2005 The City entered into a second agreement which amended the previous agreement with the Heartland Public Shooting Park to create the current structure of the park. This amendment created the position of Shooting Park Superintendent and made the responsibility of management by the City of Grand Island. The agreement also established a volunteer discount. An advisory board comprised of active members was also created to offer support and guidance to the City Parks and Recreation Department Director and Shooting Park Superintendent regarding the needs and future operation of the facility. This agreement is to be reviewed every two years from October 1, 2005 and amended as needed for the continued success and operation of the facility. *\* This document can be found on page 30.*

### Location

The Heartland Public Shooting Park is located at 6788 West Husker Highway or two miles west of Highway 30 on Husker Highway. The 412.5 acres of land offers multiple venues for outdoor enthusiasts.

### Hours of Operation

Park Hours	
Sunday	Noon - 5:00 p.m.
Monday	Closed
Tuesday	Closed
Wednesday	5:00 - 10:00 p.m.
Thursday	5:00 - 10:00 p.m.
Friday	Closed
Saturday	9:00 a.m. - 5:00 p.m.

Rifle Range Hours	
Saturday	Noon - 4:30 p.m.
Sunday	Noon - 4:30 p.m.

League shooting, registered shooting, special events and corporate events are conducted outside of these regularly scheduled hours of operation.

*\*Please refer to our website for the most current park hours and possible cancellations.*

### Operating Expenses vs. Revenue

Fiscal Year	Operating Expenses	% Change	Revenues	% Change	Ending Balance
2006 Actual	\$ 226,093.19		\$ 164,976.41		\$ (61,116.78)
2007 Projected	\$ 261,266.00	15.56%	\$ 125,204.76	-24.11%	\$ (136,061.24)
2008 Budgeted	\$ 411,950.00	57.67%	\$ 277,312.00	121.49%	\$ (134,638.00)
2009 Budgeted	\$ 436,667.00	6.00%	\$ 332,774.40	20.00%	\$ (103,892.60)
2010 Budgeted	\$ 462,867.02	6.00%	\$ 392,673.79	18.00%	\$ (70,193.23)
2011 Budgeted	\$ 490,639.04	6.00%	\$ 455,501.60	16.00%	\$ (35,137.44)
2012 Budgeted	\$ 520,077.38	6.00%	\$ 519,271.82	14.00%	\$ (805.56)
2013 Budgeted	\$ 551,282.03	6.00%	\$ 584,180.80	12.50%	\$ 32,898.77

*\*The complete calculation of operational expenses and revenues can be found on pages 14 and 15.*

It is important to note that the 2006, 2007, and 2008 years are irregular with the additions of many venues that directly increase the operational expenses and revenues. An example of this is the addition of the rifle and pistol ranges in 2007. This venue increased revenue with increased shooters. However the venue also increased expenses through additional maintenance and additional personal needed to operate the venue. With the completion of Phase III in 2009, the Heartland Public Shooting Park will see a more stable increase of operating expense to revenue ratio develop.

A decrease in 2007's revenues reflects the loss of the State Sporting Clays Championship event that realized over \$30,000 in revenue during the 2006 season. Also operational expenses increased dramatically in 2008 with the proposed increase of two full time equivalents.

In the years 2009 to 2013 it is estimated that operating expenses will level out while an aggressive marketing campaign will increase revenues. Potential revenues percentages have been set by the Heartland Public Shooting Park Advisory Board and the Parks Department Director.

All figures reported are subject to change as the fluctuation of shooters can be unpredictable as venues are added. The addition of full time equivalents will assist in providing stability through increased hours of operation, completion of scheduled maintenance and overall efficiency.

It is suggested after 2008, numbers should be adjusted accordingly.

Heartland Public Shooting Park Fees				
Fees	The Parks & Recreational Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.	2006	2007	2008 Proposed
	Adult Skeet/Trap per round (25 targets/round)	\$5.00	\$5.00	\$5.00
	Skeet/Trap Punch Card rate - 12 rounds @ 4.34/round	\$55.00	\$55.00	\$55.00
	Skeet/Trap - Youth Rate (age 18 & under)	\$2.50	\$3.50	\$3.50
	Adult Sporting Clays per round (50 targets/round)	\$15.00	\$15.00	\$15.00
	Sporting Clays - Punch Card rate - 5 rounds @ 13.27/round	\$70.00	\$70.00	\$70.00
	Sporting Clays - Youth Rate (age 18 & under)	\$7.50	\$7.50	\$7.50
	Counters - trap, skeet and sporting clays		.22 per target	.22 per target
	5 Stand Sporting Adult		\$6.00	\$6.00
	5 Stand Sporting Youth		\$4.00	\$4.00
	Daily fee Rifle/Handgun Adult		\$10.00	\$10.00
	Daily fee Rifle/Handgun Youth		\$5.00	\$5.00
	Punch Cards (6 days at \$7.50)		\$45.00	\$45.00
	Family Pass (12 months)		\$150.00	\$150.00

*\*The calculation of fees for trap and skeet can be found on page 16.*

Fees have stayed constant for the past three years. Additional fees have been added as new venues open. Formulation of skeet and trap fees includes capital purchases, operational expenses, and personnel costs. It is suggested that all venues with fees include a written formula that encompasses these costs to the user. Furthermore, the fees should be compared locally and nationally with comparable venues as not to overprice the fees. Number of shooters must also be factored into this formula. This process should be completed annually.

## Capital Projects

<b>Phase I</b>			
<b>Percentage Completed</b>	<b>Venue</b>	<b>Engineers Estimated Cost</b>	<b>Actual Cost</b>
100%	CAAP Purchase (421 Acres)	\$350,000	\$350,000
100%	Trap/Skeet/5 Stand	\$1,200,000	\$800,000
100%	Sporting Clay Ranges	\$800,000	\$400,000
100%	Support Facilities	\$600,000	\$240,000
100%	Roads/Other	\$110,000	\$40,000
100%	Demolition	\$100,000	\$30,000
<b>Total Phase I</b>		<b>\$3,160,000</b>	<b>\$1,860,000</b>
<b>Phase II</b>			
100%	Housing Facility	\$150,000	\$150,000
95%	Pistol Range/Cowboy Action	\$4,417,194	\$1,800,000
95%	Rifle Range		
95%	7.5-acre Lake		
<b>Total Phase II</b>		<b>\$4,567,194</b>	<b>\$1,950,000</b>
<b>Phase III</b>			
10%	Campground (2007/08 ¼ Budgeted)	\$300,000	\$0
0%	Picnic Shelters (2007/08 ¼ Budgeted)	\$150,000	\$0
0%	Archery	\$50,000	\$0
<b>Total Phase II</b>		<b>\$500,000</b>	<b>\$0</b>
<b>Total Heartland Public Shooting Park Capital Purchases</b>		<b>\$8,227,194</b>	<b>\$3,810,000</b>

The capital projects of the Heartland Public Shooting Park will be completed in 2009 with the completion of the RV Park, picnic shelters, and archery venues.

## Heartland Public Shooting Park Cash Contributions Received to Date

Virgil Eihusen Foundation, Inc.	\$300,000
Nebraska Game and Parks	\$288,000
Hornady Family	\$262,000
Grand Island Skeet and Sporting Clay Club, Inc.	\$260,000
Edgar and Frances Reynolds Foundation	\$245,000
Kaufmann-Cummings Foundation	\$70,000
Douthit Realty Company	\$50,000
Pheasants Forever	\$15,000
Vern and Esther Taylor Charitable Trust	\$7,500
Earl and Maxine Claussen Charitable Trust	\$6,000
Platte Valley State Bank and Trust Company	\$40,000
National Rifle Association	\$2,000
<b>Total Contributions Received to Date</b>	<b>\$1,545,500</b>

Park cash contributions have primarily been obtained through the Heartland Public Shooting Club for the purchase of various venues. The clubs ability to obtain volunteers and cash contributions to the park is essential.

## Shooters

2007	# of Events	Participating	Average Per Event
Special Events	27	3,000	111.11
Leagues	8	450	56.25
Open Shooting		6,000	
Shooters		9,450	

2008	# of Events	Participating	Average Per Event	%Change
Special Events	50	5,000	100	66.67%
Leagues	16	1,000	62.5	122.22%
Open Shooting		10,000		66.67%
Shooters		16,000		

## Marketing Plan

The marketing plan for the Heartland Public Shooting Park will account for all potential novice and experienced shooters located locally, state, or nationally through events, advertising, and collaborations with other marketing entities. All venues will be marketed through various tools as stated in the Marketing strategy.

*\*The marketing strategy can be found on page 18.*

## Volunteers

The Heartland Public Shooting Park has had a number of volunteers throughout the years. The Heartland Public Shooting Park had 1 full time equivalent (Park Superintendent) in 2005 and an additional .5 full time equivalent (Seasonal Worker) in 2006. The 412.5 acre park depends on volunteers to operate the facility. Although park management depends on the volunteer hours, the volunteers do not have a routine work schedule. This leaves the job of maintenance for the day to day operations to the park management.

2005 Volunteers		
Volunteer	Number	Hours
Adult	54	3,984
*Special Event	20	1,500
Youth	159	1,908
<b>Total 2005 Volunteers</b>	<b>233</b>	<b>7,392</b>

2006 Volunteers		
Volunteer	Number	Hours
Adult	59	4,404
*Special Events	20	1,500
<b>Total 2006 Volunteers</b>	<b>79</b>	<b>5,904</b>

*\*Special Events are estimated*

In 2005, area high school youth volunteered to obtain a discounted rate for shooting. In 2006 the youth opted to pay the regular price.

According to the 2005 agreement between the City and Club, volunteers who work (50) hours of service per calendar year shall be provided a discounted rate per round. The discounted rate as approved by Council is \$1.50 per round.

The volunteers of the park have the following mission statement:

*Our mission is to support the Heartland Public Shooting Park and it's programs. A place where outdoorsmen come together as a community to have fun and enjoy our sport, but MORE than that it is a "safe" environment where we can bring our families, our children and our guests to enjoy, teach and educate.....to share the wonderful gift of the Heartland Public Shooting Park facility.*

*\*Current jobs available for volunteers can be found on page19.*

## Venues/Other Amenities

### Park Map



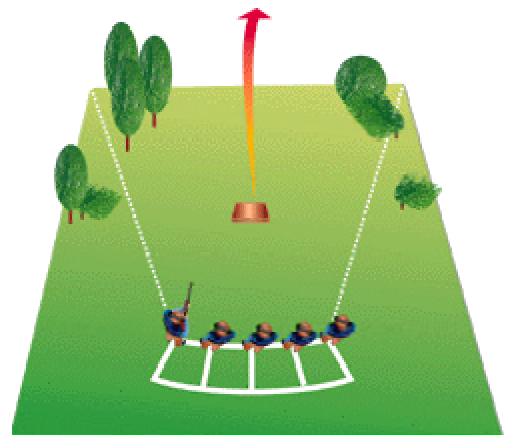
### Park Activities

1. Sporting Clays Range
2. Virgil Eihusen Skeet Fields
3. Trap Range
4. Campground/RV Park
5. Activity Center
6. Fishing & Retriever Training Lake
7. Pistol Range
8. Rifle Range
9. 100 Yard Range
10. Cowboy Action
11. Archery
12. Radio Controlled Airplanes
13. Five Stand
14. Paintball

### Trap Range

The Heartland Public Shooting Park has four northeast facing trap fields equipped with “PAT” TRAPS. All fields are equipped with ventriloquist operated throwers and each trap can be set as wobble traps. The trap fields are well lit for night shooting and all walkways are concrete and are ADA compliant.

Trap is a clay pigeon shooting sport, one of the International Shooting Sport Federation shooting events. It is a recreational and competitive activity where participants use a shotgun to attempt to break a clay disk flung away from the shooter at high speed.



The layout of modern trap shooting is different from skeet shooting in that there is only one house that releases targets and the shooters only move through 5 different positions. There are two basic forms of trap: International and American.



In International Trap competitions, the course of fire is 125 shots for men and 75 shots for women. There is also a 25 shot final for the top six competitors.

American Trap is popular in the United States. Official events and rules are governed by the Amateur Trap Shooting Association or ATA. American trap is broken down into three categories: 16 yard singles, 16 yard doubles and, handicap which is shot between 19 and 27 yards.

In singles each shooter takes one shot at five targets in each of the five positions in sequence and which is shot while standing 16 yards back from the trap house. The trap rotates back and forth so it is impossible to know which way the target is going to come out.

Handicap is the same as singles but shot from further away. You start at the 20 yard line and work your way back as your average improves over time. Extra yardages may be given if you win a championship or other major event. No two shooters on the same squad should have a difference of more than three yards between them.

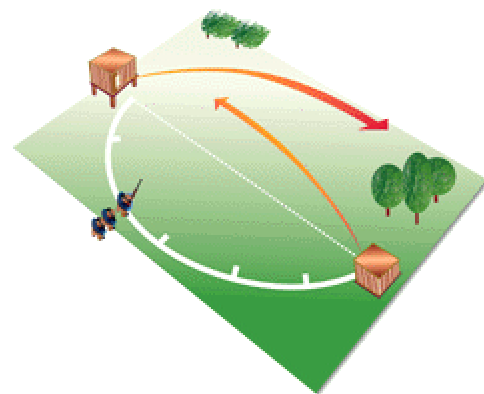
Doubles is shot from 16 yards and the trap is fixed to fire straight away. Two targets are thrown at the same time and you get one shot per target. There is no second shot on any target in American Trap singles or handicap.

International events require a shooter to shoot at 125 targets with a 25 bird run-off in the event of a tie. When shooting American Trap for practice or fun a squad of five will shoot 25 targets each for a total of 125. Registered ATA shoots require shooters to shoot 100 targets per squad and they are allowed to shoot as many squads as they wish during non event shoots. Most of these shoots are for your personal average or handicap yardage. In order to qualify for the Grand a shooter must shoot 2000 singles, 1500 doubles, and 2000 handicap targets.

### **Skeet Range**

There are six skeet fields each equipped with “PAT” TRAPS. These fields are strategically positioned northeast which offers great visibility for shooting anytime of the day. The skeet fields are well lit for night shooting. All walkways are concrete and are ADA compliant.

Skeet is a clay target shooting sport. There are two types of Skeet, American Skeet which is administered by the NSSA (National Skeet Shooting Association) and Olympic Skeet which is also one of the ISSF shooting events.



Skeet is a recreational and competitive activity where participants attempt to break clay disks flung into the air at high speed from a variety of angles.

The shooter shoots from seven positions on a semi-circle and an eight position halfway between stations one and seven. There are two houses that hold throwers that launch the targets, one at each corner of the semi-circle. The throwers launch the targets to a point 15 feet above ground and 18 feet outside of station 8. One house launches targets from 10 feet above the ground ("high" house) and the other launches it from 3 feet above ground ("low" house). At stations 1 and 2 the shooter shoots at single targets launched from the high house and then the low house, then shoots a double where the two targets are launched simultaneously. At stations three through five the shooter shoots at single targets launched from the high house and then the low house. At stations six and seven the shooter shoots at single targets launched from the high house and then the low house then shoots a double. At station eight the shooter shoots one high target and one low target. The shooter must re-shoot his first missed target, or if no targets are missed, must shoot his 25th shell at the low house station eight.

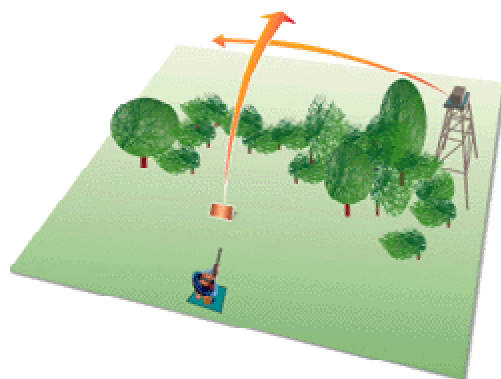
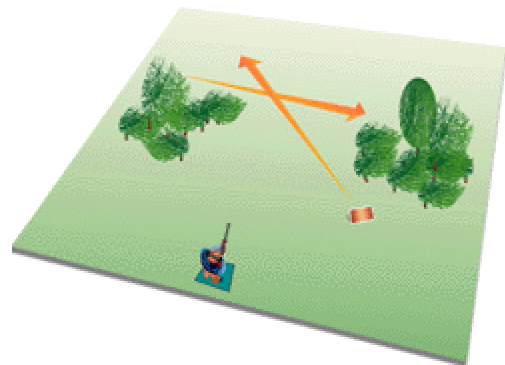
Skeet shooting has been an Olympic event since 1968. Olympic Skeet differs from ordinary skeet in that the targets are shot in a different order, are faster and will appear with a delay of between zero and three seconds after the shooter has called for them. In addition, whereas in American Skeet the shooter may call for the target with the gun held "up" ie. pre-mounted on the shoulder, in Olympic Skeet the shooter must call for the target with the gun held so that the gun butt is at mid-torso level.

### **Sporting Clays Range**

The sporting clays area encompasses 75 acres. This venue was seeded with a special habitat mixture as well as having over 120 trees planted.

The 10 station course is set in a circular design where shooters shoot toward the center of the circle. There is a gravel cart road around the course and fenced entrances to each station. Two of the stations are shot while standing on a raised platform. One of these platforms has a wobble trap. Towers vary in size, including one 40 foot and one 60 foot. Each tower has a platform that holds two traps with the capability to throw overhead targets long distances to challenge the shooter even more.

Each station is supplied with two PRO-MATIC traps so there are two varied targets thrown for each presentation. The traps are repositioned regularly to provide an endless variety of target presentations. Traps are run with automatic counters so you can shoot as many targets as you desire and pay for only the ones shot. The control boxes also allow a shooter to delay the release of the target three seconds after the push of a button, thereby enabling the person to shoot alone.



### **Pistol/Rifle Range**

The 200, 300, and 600 yard center fire ranges contain 24 covered firing points which are fully baffled with 60 foot long shooting tubes. These tubes are engineered to allow for no "blue sky" and will not allow a bullet to escape the grounds. All of these safeguards are in place to keep the shooter safe and eliminate potential stray bullets from leaving the site.

Each of the benches for the 200, 300, and 600 yard ranges are constructed of heavy concrete and steel, making them extremely steady for the long range shooter. The 100 yard range boasts 30 individual rifle benches with adjustable seats that allow for both right and left handed shooters. Currently, we have moveable target stands that may be positioned at any distance on the range. Both rifle and pistol targets are provided. This range is only open when a Range Safety Officer is present.

### **Cowboy Action**

Heartland Public Shooting Park's Cowboy Action venue is home to the Platte Valley Gunslingers. This is Single Action Shooting Society (SASS) affiliated club with members coming from Grand Island and surrounding communities. The Cowboy Action is comprised of 12 individual ranges with three-sided berms. The club also hold's monthly shoots including the annual SASS Nebraska State Blackpowder Shootout "Smoke 'n' Steel."



Plans have been developed and construction has started on the "Cowboy Town." These western facades will cover several of the existing tri-bermed action pistol venues. The Cowboy Action committee started construction on this project in 2007. Chief Industries have donated their professional services in the design and drafting of the individual buildings as outlined by the Cowboy Action committee.

### **Lake**

The 7.5 acre retriever training lake is primarily used for retriever trials. The lake is also open to the public for fishing. Stocked with bluegill and multiple species of pan fish the wildlife habitat can accommodate youth fishing education and training programs.

### **Activity Center**

Centrally located in the park, the entire activity facility is heated and air-conditioned. The upper level contains the customer service counter where all shooters check in. This level also has a 16' x 60' deck which provides ample seating.



The lower level contains a meeting facility room which can accommodate up to 60 people and can be used for various events. This level is fully equipped with audio visual equipment needed to make classroom time a pleasure.

**RV Park/Picnic Area**

Plans for a 60 full service pad RV Park and picnic shelters have been developed and have tentatively has a completion date in the fall of 2008. A camping area will allow the traveling shooting sportsman the opportunity to join in many of the parks competitive and non-competitive shooting venues, while staying at the Heartland Public Shooting Park.

	2005 Actual	2006 Actual	2007 Projection	*2008 Budgeted	2009 Estimated	*2010 Estimated	*2011 Estimated	*2012 Estimated	*2013 Estimated
<b>Personnel Services</b>									
Salaries - Regular	\$ 9,351.06	\$ 42,077.99	\$ 64,623.00	\$ 122,271.00	\$ 129,607.26	\$ 137,383.70	\$ 145,626.72	\$ 154,364.32	\$ 163,626.18
Other	\$ 3,506.04	\$ 15,287.72	\$ 23,330.00	\$ 49,729.00	\$ 52,712.74	\$ 55,875.50	\$ 59,228.03	\$ 62,781.72	\$ 66,548.62
<b>Total Personnel Services</b>	<b>\$12,857.10</b>	<b>\$ 57,365.71</b>	<b>\$ 87,953.00</b>	<b>\$172,000.00</b>	<b>\$182,320.00</b>	<b>\$193,259.20</b>	<b>\$204,854.75</b>	<b>\$217,146.04</b>	<b>\$230,174.80</b>
<b>Operating Expenses</b>									
Consulting Services	\$ -	\$ 2,101.50	\$ 5,000.00	\$ 6,000.00	\$ 6,360.00	\$ 6,741.60	\$ 7,146.10	\$ 7,574.86	\$ 8,029.35
Shells		\$ 2,713.45	\$ 7,500.00	\$ 8,000.00	\$ 8,480.00	\$ 8,988.80	\$ 9,528.13	\$ 10,099.82	\$ 10,705.80
Targets		\$ 49,626.98	\$ 60,000.00	\$ 65,000.00	\$ 68,900.00	\$ 73,034.00	\$ 77,416.04	\$ 82,061.00	\$ 86,984.66
Event Merchandise-Expenses		\$ 20,118.37	\$ 5,000.00	\$ 5,000.00	\$ 5,300.00	\$ 5,618.00	\$ 5,955.08	\$ 6,312.38	\$ 6,691.13
Miscellaneous Merchandise		\$ 84.00	\$ 1,000.00	\$ 1,500.00	\$ 1,590.00	\$ 1,685.40	\$ 1,786.52	\$ 1,893.72	\$ 2,007.34
Computer Services		\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 2,650.00	\$ 2,809.00	\$ 2,977.54	\$ 3,156.19	\$ 3,345.56
Printing & Binding Services		\$ 711.13	\$ 2,400.00	\$ 2,500.00	\$ 2,650.00	\$ 2,809.00	\$ 2,977.54	\$ 3,156.19	\$ 3,345.56
Donation Expenditures	\$ 4,679.59	\$ 1,832.76	\$ 84.00	\$ 50,000.00	\$ 53,000.00	\$ 56,180.00	\$ 59,550.80	\$ 63,123.85	\$ 66,911.28
Utility Services		\$ 9,028.07	\$ 10,000.00	\$ 12,000.00	\$ 12,720.00	\$ 13,483.20	\$ 14,292.19	\$ 15,149.72	\$ 16,058.71
Propane		\$ 3,552.65	\$ 6,400.00	\$ 7,000.00	\$ 7,420.00	\$ 7,865.20	\$ 8,337.11	\$ 8,837.34	\$ 9,367.58
Repair & Main-Land Imp/Irri		\$ 399.92	\$ 400.00	\$ 500.00	\$ 530.00	\$ 561.80	\$ 595.51	\$ 631.24	\$ 669.11
Repair & Maint - Building		\$ 1,761.42	\$ 4,000.00	\$ 4,000.00	\$ 4,240.00	\$ 4,494.40	\$ 4,764.06	\$ 5,049.91	\$ 5,352.90
Repair & Maint Machine & Equ		\$ 3,128.15	\$ 5,000.00	\$ 5,000.00	\$ 5,300.00	\$ 5,618.00	\$ 5,955.08	\$ 6,312.38	\$ 6,691.13
Repair & Main - Off Furn		\$ -	\$ 300.00	\$ 500.00	\$ 530.00	\$ 561.80	\$ 595.51	\$ 631.24	\$ 669.11
Repair & Main - Vehicles		\$ 178.67	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Service		\$ 3,451.65	\$ 5,000.00	\$ 5,500.00	\$ 5,830.00	\$ 6,179.80	\$ 6,550.59	\$ 6,943.62	\$ 7,360.24
Street Resurfacing		\$ 479.51	\$ 123.00	\$ 200.00	\$ 212.00	\$ 224.72	\$ 238.20	\$ 252.50	\$ 267.65
Insurance Premiums		\$ 2,100.00	\$ 1,938.00	\$ 2,200.00	\$ 2,332.00	\$ 2,471.92	\$ 2,620.24	\$ 2,777.45	\$ 2,944.10
Telephone Expense	\$ 317.91	\$ 1,935.73	\$ 2,500.00	\$ 2,700.00	\$ 2,862.00	\$ 3,033.72	\$ 3,215.74	\$ 3,408.69	\$ 3,613.21
Advertising		\$ 719.01	\$ 8,800.00	\$ 8,800.00	\$ 9,328.00	\$ 9,887.68	\$ 10,480.94	\$ 11,109.80	\$ 11,776.39
Legal Notices		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues & Subscriptions		\$ 143.50	\$ 500.00	\$ 500.00	\$ 530.00	\$ 561.80	\$ 595.51	\$ 631.24	\$ 669.11
License & Fees		\$ 120.00	\$ 200.00	\$ 300.00	\$ 318.00	\$ 337.08	\$ 357.30	\$ 378.74	\$ 401.47
Travel & Training		\$ -	\$ 1,500.00	\$ 2,000.00	\$ 2,120.00	\$ 2,247.20	\$ 2,382.03	\$ 2,524.95	\$ 2,676.45
Cash Over & Short		\$ 211.19	\$ (42.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenditures		\$ 8,482.92	\$ 10,000.00	\$ 12,000.00	\$ 12,720.00	\$ 13,483.20	\$ 14,292.19	\$ 15,149.72	\$ 16,058.71
Office Supplies		\$ 515.88	\$ 1,000.00	\$ 1,000.00	\$ 1,060.00	\$ 1,123.60	\$ 1,191.02	\$ 1,262.48	\$ 1,338.23
Gasoline		\$ 2,237.62	\$ 3,500.00	\$ 4,000.00	\$ 4,240.00	\$ 4,494.40	\$ 4,764.06	\$ 5,049.91	\$ 5,352.90
Diesel Fuel		\$ 313.37	\$ 150.00	\$ 250.00	\$ 265.00	\$ 280.90	\$ 297.75	\$ 315.62	\$ 334.56
Misc Operating Equipment		\$ 19,898.18	\$ 12,000.00	\$ 12,000.00	\$ 12,720.00	\$ 13,483.20	\$ 14,292.19	\$ 15,149.72	\$ 16,058.71
Materials		\$ 332.28	\$ 5,000.00	\$ 5,000.00	\$ 5,300.00	\$ 5,618.00	\$ 5,955.08	\$ 6,312.38	\$ 6,691.13
Other General Supplies		\$ 7,054.03	\$ 12,000.00	\$ 14,000.00	\$ 14,840.00	\$ 15,730.40	\$ 16,674.22	\$ 17,674.68	\$ 18,735.16
<b>Total Operating Expenses</b>	<b>\$ 4,997.50</b>	<b>\$144,731.94</b>	<b>\$173,313.00</b>	<b>\$239,950.00</b>	<b>\$254,347.00</b>	<b>\$269,607.82</b>	<b>\$285,784.29</b>	<b>\$302,931.35</b>	<b>\$321,107.23</b>
<b>Capital Outlay</b>									
Machinery and Equipment	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicles	0	23995.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Capital Outlay</b>	<b>0</b>	<b>23995.54</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Heartland Public Shooting Park</b>	<b>\$17,854.60</b>	<b>\$226,093.19</b>	<b>\$261,266.00</b>	<b>\$411,950.00</b>	<b>\$436,667.00</b>	<b>\$462,867.02</b>	<b>\$490,639.04</b>	<b>\$520,077.38</b>	<b>\$551,282.03</b>

Revenues	2006 Actual	2007 Projected	2008 Budgeted	2009 Budgeted	2010 Budgeted	2011 Budgeted	2012 Budgeted	2013 Budgeted
Other Fees and Services	\$ 0	\$ 1,174.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Events Revenue	\$ 69,014.69	\$ 38,018.34	\$ 80,000.00	\$ 96,000.00	\$ 113,280.00	\$ 131,404.80	\$ 149,801.47	\$ 168,526.66
Sporting Clay Revenue	\$ 20,100.01	\$ 13,281.82	\$ 25,000.00	\$ 30,000.00	\$ 35,400.00	\$ 41,064.00	\$ 46,812.96	\$ 52,664.58
Sporting Clay Reve - Punch Car	\$ 3,728.25	\$ 1,257.00	\$ 6,000.00	\$ 7,200.00	\$ 8,496.00	\$ 9,855.36	\$ 11,235.11	\$ 12,639.50
Sorting Clay Revenue-Youth	\$ 1,622.03	\$ 2,408.65	\$ 2,000.00	\$ 2,400.00	\$ 2,832.00	\$ 3,285.12	\$ 3,745.04	\$ 4,213.17
Sporting Clay League	\$ 985.79	\$ 4,537.90	\$ 3,000.00	\$ 3,600.00	\$ 4,248.00	\$ 4,927.68	\$ 5,617.56	\$ 6,319.75
Trap Revenue	\$ 11,554.91	\$ 10,048.25	\$ 14,000.00	\$ 16,800.00	\$ 19,824.00	\$ 22,995.84	\$ 26,215.26	\$ 29,492.16
Trap Revenue - Punch Cards	\$ 1,928.88	\$ 605.06	\$ 3,000.00	\$ 3,600.00	\$ 4,248.00	\$ 4,927.68	\$ 5,617.56	\$ 6,319.75
Trap Revenue - Youth	\$ 9,544.73	\$ 6,602.10	\$ 7,000.00	\$ 8,400.00	\$ 9,912.00	\$ 11,497.92	\$ 13,107.63	\$ 14,746.08
Trap League	\$ 1,251.18	\$ 113.75	\$ 2,000.00	\$ 2,400.00	\$ 2,832.00	\$ 3,285.12	\$ 3,745.04	\$ 4,213.17
Skeet Revenue	\$ 11,581.59	\$ 11,513.04	\$ 11,000.00	\$ 13,200.00	\$ 15,576.00	\$ 18,068.16	\$ 20,597.70	\$ 23,172.42
Skeet Revenue - Punch Cards	\$ 4,978.11	\$ 5,928.25	\$ 6,000.00	\$ 7,200.00	\$ 8,496.00	\$ 9,855.36	\$ 11,235.11	\$ 12,639.50
Skeet Revenue - Youth	\$ 1,520.17	\$ 428.77	\$ 2,000.00	\$ 2,400.00	\$ 2,832.00	\$ 3,285.12	\$ 3,745.04	\$ 4,213.17
Skeet League	\$ 767.77	\$ 447.00	\$ 1,500.00	\$ 1,800.00	\$ 2,124.00	\$ 2,463.84	\$ 2,808.78	\$ 3,159.87
5 Stand Revenue	\$ -	\$ 3,268.15	\$ 5,000.00	\$ 6,000.00	\$ 7,080.00	\$ 8,212.80	\$ 9,362.59	\$ 10,532.92
5 Stand Revenue-Youth	\$ -	\$ 407.53	\$ 1,000.00	\$ 1,200.00	\$ 1,416.00	\$ 1,642.56	\$ 1,872.52	\$ 2,106.58
Shotgun Shell Revenue	\$ 3,220.45	\$ 3,593.15	\$ 4,500.00	\$ 5,400.00	\$ 6,372.00	\$ 7,391.52	\$ 8,426.33	\$ 9,479.62
Misc Revenue Shotgun	\$ -	\$ -	\$ 5,000.00	\$ 6,000.00	\$ 7,080.00	\$ 8,212.80	\$ 9,362.59	\$ 10,532.92
Misc Revenue - Handgun	\$ -	\$ 81.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mis Revenue - Pistol/Rifle	\$ -	\$ -	\$ 25,000.00	\$ 30,000.00	\$ 35,400.00	\$ 41,064.00	\$ 46,812.96	\$ 52,664.58
Misc Revenue - Pistol	\$ -	\$ 1,480.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc Merchandise Sales	\$ 400.38	\$ 3,204.52	\$ 2,500.00	\$ 3,000.00	\$ 3,540.00	\$ 4,106.40	\$ 4,681.30	\$ 5,266.46
Equipment Rental	\$ -	\$ 1,297.80	\$ 1,000.00	\$ 1,200.00	\$ 1,416.00	\$ 1,642.56	\$ 1,872.52	\$ 2,106.58
Cart Rental Fee	\$ 674.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Rental	\$ 5,130.00	\$ 4,680.00	\$ 2,000.00	\$ 2,400.00	\$ 2,832.00	\$ 3,285.12	\$ 3,745.04	\$ 4,213.17
Donations & Contributions	\$ 2,129.05	\$ 421.20	\$ 50,000.00	\$ 60,000.00	\$ 70,800.00	\$ 82,128.00	\$ 93,625.92	\$ 105,329.16
Co-Pay Health Insurance	\$ 1,108.52	\$ 1,793.76	\$ 3,812.00	\$ 4,574.40	\$ 5,397.79	\$ 6,261.44	\$ 7,138.04	\$ 8,030.30
Other Revenue	\$ 13,735.00	\$ 8,611.08	\$ 15,000.00	\$ 18,000.00	\$ 21,240.00	\$ 24,638.40	\$ 28,087.78	\$ 31,598.75
<b>Total Revenues</b>	<b>\$ 164,976.41</b>	<b>\$ 125,204.76</b>	<b>\$ 277,312.00</b>	<b>\$ 332,774.40</b>	<b>\$ 392,673.79</b>	<b>\$ 455,501.60</b>	<b>\$ 519,271.82</b>	<b>\$ 584,180.80</b>

TRAP	
TRAP FIGURES ARE BASED ON THROWING 750,000 TARGETS PER YEAR 2005	
Cost Break-Down Per 100 Targets	Discription
\$1.50	NTA State Fees Per 100 Targets
\$1.00	ATA National Day Fee
\$1.75	Event Labor Per 100 Targets (Score/Fill)
\$5.40	Clay Target Per 100 (Includes 8 Targets Breakage Per 100)
\$0.08	Pat-Trap Machine (15 Year Schedule - \$8,500 Capital Investment)
\$0.02	Trap House & Concrete (30 Year Schedule - \$5,000 Capital Investment)
\$0.03	Lights & Electrical (30 Year Schedule - \$7,000 Capital Investment)
\$0.09	Volunteer Labor Factor (1/3 - 3120 Hrs Per Year @ \$7.00 Per Hour = \$7,200)
\$2.22	Range Manager (1/3 - Salary Per Discipline Per Year \$16666.67)
<b>\$12.09</b>	<b>Total cost Per 100 Registered ATA Targets</b>
<b>\$3.02</b>	<b>Total Cost Per 25 Registered ATA Targets</b>
<b>\$0.12</b>	<b>Total Cost Per Registered Target</b>
\$1.75	Event Labor Per 100 Targets (Score/Fill)
\$5.40	Clay Target Per 100 (Includes 8 Targets Breakage Per 100)
\$0.08	Pat-Trap Machine (15 Year Schedule - \$8,500 Capital Investment)
\$0.02	Trap House & Concrete (30 Year Schedule - \$5,000 Capital Investment)
\$0.03	Lights & Electrical (30 Year Schedule - \$7,500 Capital Investment)
\$0.09	Volunteer Labor Factor (1/3 - 3120 Hrs Per Year @ \$7.00 Per Hour = \$7,200)
\$2.22	Range Manager (1/3 - Salary Per Discipline Per Year \$16,666.67)
<b>\$9.59</b>	<b>Total cost Per 100 Public Targets</b>
<b>\$2.40</b>	<b>Total Cost Per 25 Public Targets</b>
<b>\$0.10</b>	<b>Total Cost Per Public Target</b>

SKEET	
SKEET FIGURES ARE BASED ON THROWING 250,000 TARGETS PER YEAR	
Cost Break-Down Per 100 Targets	Discription
\$1.00	State Fees Per 100 Targets
\$3.00	National Day Fee
\$2.45	Event Labor Per 100 Targets (Score/Fill)
\$5.40	Clay Targets Per 100 (Includes 8 Targets Breakage Per 100)
\$0.19	2 Pat-Trap Machines (15 Year Schedule - \$7,000 Capital Investment)
\$0.07	Skeet House (30 Year Schedule - \$5,000 Capital Investment)
\$0.03	Concrete (30 Year Schedule - \$2,500 Capital Investment)
\$0.10	Lights & Electrical (30 Year Schedule - \$7,500 Capital Investment)
\$2.88	Volunteer Labor Factor (1/3 - 3120 Hrs Per Year @ \$7.00 Per Hour = \$7,200)
\$6.67	Range Manager (1/3 Salary Per Discipline Per Year \$16,666.67)
<b>\$21.79</b>	<b>Total Cost Per 100 Registered Skeet Targets</b>
<b>\$5.45</b>	<b>Total Cost Per 25 Registered Skeet Targets</b>
<b>\$0.22</b>	<b>Total Cost Per Registered Skeet Target</b>
\$2.45	Event Labor Per 100 Targets (Score/Fill)
\$5.40	Clay Target Per 100 (Includes 8 Targets Breakage Per 100)
\$0.19	2 Pat-Trap Machines (15 Year Schedual - \$7,000 Capital Investment)
\$0.07	Skeet Houses (30 Year Schedule - \$5,000 Capital Investment)
\$0.03	Concrete (30 Year Schedule - \$2,500 Capital Investment)
\$0.10	lights & Electrical (30 Year Schedule - \$7,500 Capital Investment)
\$2.88	Volunteer Labor Factor (1/3 - 3120 Hrs Per Year @ \$7.00 Per Hour = \$7,200)
\$6.67	Range Manager (1/3 Salary Per Discipline Per Yer \$16,666.67)
<b>\$17.79</b>	<b>Total Cost Per 100 Public Skeet Targets</b>
<b>\$4.45</b>	<b>Total Cost Per 25 Skeet Targets</b>
<b>\$0.18</b>	<b>Total Cost Per Public Skeet Target</b>

## **In Kind Donations**

**Kalkowski Construction, Inc. of Grand Island**  
**Sherwin-Williams Company of Grand Island**  
**Luth Construction of Grand Island**  
**Chief Construction of Grand Island**  
**G & T Construction of Grand Island**  
**Dr. John Allen of Marquette**  
**Timothy Jones, DDS of Aurora**  
**Michael Jones DDS of Aurora**  
**Darwin Knecht of Wood River**  
**Hooker Brothers Construction of Grand Island**  
**Middleton Electric of Grand Island**  
**David Zlomke of Grand Island**  
**braska Truck Center of Grand Island, Hastings, and North Pla**  
**Baasch Welding, Inc. of Cairo**  
**O'Connor & Associates, Inc. of Grand Island**  
**Dr. M.D. Mathews of St. Paul**  
**Doglas Krueger of Lincoln**  
**Dr. Terence Foote of Hastings**  
**Harders Land Leveling of Cairo**  
**Abacus Business Systems of Grand Island**  
**Pheasants Forever of Nebraska**  
**MRL Crane Service & Equipment Rental of Grand Island**  
**Carlson Systems, LLC of Grand Island**  
**Larry Badura of Grand Island**  
**Associated Staffing, Inc. of Grand Island**  
**Toner's Inc. of Grand Island**



## **Marketing Strategy**

### All Venues

- Evaluate working “shows” at the local, state, and national level to provide exposure for the Heartland Public Shooting Park

### Rifle and Pistol

- Local Efforts – 4-H BB gun and .22 rifle, GI Rifle and Pistol Cowboy Action Shooters, Kids rifle leagues, Women’s handgun classes
- State – Evaluate hosting the shooting venues of the Cornhusker Games, Evaluate starting a Nebraska Hunter Education Challenge
- Regional – Identify national level “traveling” events where the Heartland Public Shooting Park could be marketed
- National – Identify national level “traveling events where the Heartland Public Shooting Park could be marketed

### Shotgun

- Skeet, Trap, Sporting Clays, Beginners League, Women’s League

### Identify area users

- Committed shooters, casual shooters, non shooters, volunteers, youth, dog trainers, dog trailers, campers

### Corporate Events

- Husker Harvest Days, corporate leagues (off days or hours), customer appreciation, employee recognition, fund raising/charities
- Pheasants Forever – Leagues, sponsor shoots, state sporting clays shoot, youth mentor hunt
- Ducks Unlimited – Sponsor shoots, fund raising shoots, Greenwing (youth) Day
- National Turkey federation/Jakes Day

### Hunter Education Classes

### Other

- ✓ Produce a brochure, power point presentation, and webpage that promotes the Heartland Public Shooting Park
- ✓ Develop a product line with Heartland Public Shooting Park logos, web site name, etc. to sell at the activity center.
- ✓ Work with the Grand Island Convention and Visitor’s Bureau to identify groups of interest that will be visiting Grand Island
- ✓ Consider having groups use the meeting room facilities to promote the Park
- ✓ Consider hosting the Nebraska Outdoor Education Meeting
- ✓ Promote the park as a field trip destination for schools. The lake and the natural habitats can provide learning opportunities for outdoor education.
- ✓ Develop multi-channel communications with area users via
  - Electronic mail
  - Utility Inserts
  - Brochure placement at area attractions displays

## **Volunteer Work Available**

HPSP LIST OF JOBS 7/19/07

### **Sporting clays range:**

- Remove all posts and wire from transplanted trees
- Clean up and organize posts & wire stored between equipment sheds
- Mow around all transplanted trees and bushes
- Tighten bolts on all signs and sign posts. Repair any signs. Sporting Clays sign, across from Skeet Range is bent. Straighten Pheasants Forever sign
- Straighten (move) patterning board
- Straighten the Sporting Clays rules sign and replace the broken post
- Create an aluminum round sign, with logo to put on each station with phone number of Activity Center and/or Bill Starkey
- Mow and then spray weeds on all stations, paths, roads, around shelter (under porch), parking lot and shotgun pattern board range
- Fill potholes on paths
- Mow field south of clays shelter
- Cut down dead trees near clays shelter
- Paint steps and door trim on clays shelter
- Small weed sprayer to spray weeds in gravel and sidewalks
- Remove old Caution Tape from areas that will not be used...fences, trees, etc
- Haul wood chips to all Stations and paths
- Create Holders for menu cards & a system of laminated cards for SC Stations
- Station one and Station Two benches need refinished or rebuilt
- Station Two Rabbit Trap needs to be repaired – no tires
- Remove flag pole from platform at Station Two
- Repair gun rack at Station Three
- Incomer Station by out house – repair trap – between Stations Four and Five
- Station Five - table and the Ear & Eye sign needs to be repaired
- Station Seven – fill hole
- Sign between Stations Six and Seven needs to be reset straight
- Station Nine – fix fence rail and fill badger holes
- Station Ten – remove old shooting cage
- Pick up hoops from the Small Bore Shoot
- Clean area all around 60' tower and change out battery holders on the towers

### **Activity Center:**

- Remove old sod by Activity Center and trim weeds
- Put the swing back up in the picnic shelter
- Take the scoreboard in the class room and install it on the wall outside
- Fix the ceiling tiles in the basement
- Organize the Kitchen area and clean

**Back Access Road:**

- Mow the back access road then spray
- Spray the thistles in the Fall

**Main parking lot:**

- Spray weeds in rock beds along trap & skeet
- Sand and paint the parking lot light poles silver

**Target Shed area:**

- Move tree spade to between sheds
- Remove weeds around target shed and along trees; spray as necessary

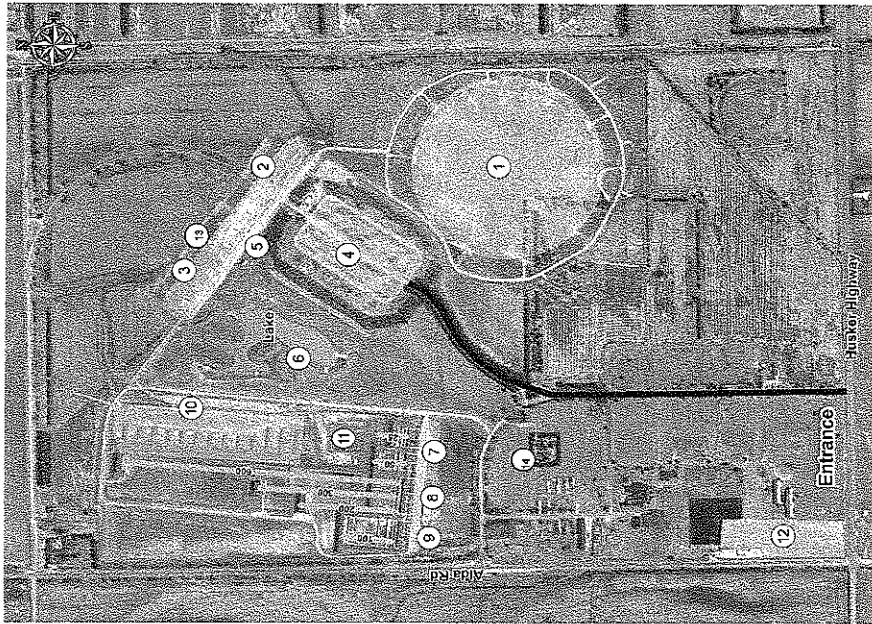
**Trap:**

- Weed eater areas around all trap and Skeet houses
- Move the dirt and fill in around Trap houses on Ranges 5-6-7-8
- Rip rap the culverts on all the property

**Rifle Range:**

- Spray weeds on brumes then hydro seed
- Fix outhouse door
- Spray wasps
- Create fences for the Land Bridges
- Get range closed/open signs & chains
- Re-work drainage ditches on the Rifle range
- Something needs to be done with the culvert tubes by the lake
- Corners of drive way need rip rap.
- Arrange to get 20 yards of crushed concrete to use everywhere on site
- Figure out a management program for the target stands
- Need Range Closed signs for each rifle and pistol venue
- Baffle on the 50 yard range needs to be repaired
- Need to install gutters on the Range roofs (over rifle firing line)
- Clean weeds and stuff from around the work sheds
- Need to get eight trash cans and tie them down
- Need to trim the ranges. Need to trim so that it is possible to see thru the tubes
- Repair target frames and set up a place to store them out of sight

## PARK MAP



### Park Activities

1. Sporting Clays Range
2. Virgil Ethusen Skeet Fields
3. Trap Range
4. Campground/RV Park
5. Activity Center
6. Fishing & Retriever Training Lake
7. Pistol Range
8. Rifle Range
9. 100 Yard Range
10. Cowboy Action
11. Archery
12. Radio Controlled Airplanes
13. Five Stand
14. Paintball

[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)

## PARK HOURS

### Park Hours

Sunday	Noon - 5:00 p.m.
Monday	Closed
Tuesday	Closed
Wednesday	5:00 - 10:00 p.m.
Thursday	5:00 - 10:00 p.m.
Friday	Closed
Saturday	9:00 a.m. - 5:00 p.m.

### Rifle Range Hours

Saturday	Noon - 4:30 p.m.
Sunday	Noon - 4:30 p.m.

League shooting, registered shooting, special events and corporate events are conducted outside of these regularly scheduled hours of operation.

*\*Please refer to our website for the most current park hours and possible cancellations.*

The Heartland Public Shooting Park has something for everyone. It is a great place to hold your next sporting shoot or fundraising event, participate in an instructional course, or join a league. Whatever your skill level or time commitment the Heartland Public Shooting Park has something for you.

## Heartland Public Shooting Park

*Located 2 miles west of Highway 30  
On Husker Highway*

Park Superintendent  
6788 W Husker Highway  
Grand Island, NE 68801  
Telephone: (308) 390-1900  
(308) 385-5444 Ext. 290  
Email: [hpsp@grand-island.com](mailto:hpsp@grand-island.com)

[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)

# Heartland Public Shooting Park

"COME SHOOT THE PARK!"

PISTOL & RIFLE RANGES + COWBOY ACTION



ACTIVITY CENTER & RV PARK

SKREET, TRAP & SPORTING CLAYS RANGES

Grand Island,  
Nebraska



Call Today: 1-308-390-1900

[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)



## SPORTING CLAY RANGE

The Heartland Public Shooting Park has a 75 acre circular sporting clay course with 15 stations. The design of the course allows shooters to shoot toward the center.

A gravel cart road encompasses the course. For safety purposes there are fenced entrances at each station. Station presentations include:

- Two raised platforms
- Wobble trap for varied presentations
- 40- 60 foot towers

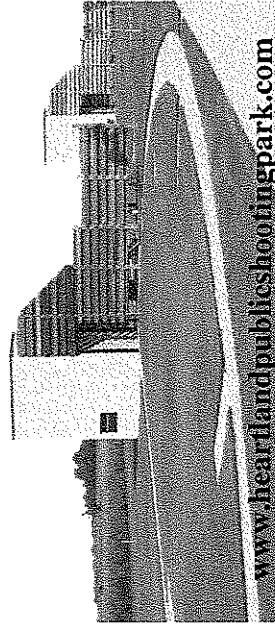
Each station is supplied with two PROMATIC traps to allow for varied targets thrown for each presentation. The traps activate with automatic counters and control boxes to allow the shooter to delay the release of the target.

## TRAP RANGE

The Heartland Public Shooting Park has eight trap fields, four of which are overlaid skeet fields. All fields are equipped with "PAT" TRAPS and ventriloquist operated throwers. For a fun twist, each trap can be operated as a wobble trap.

## SKEET RANGE

The Virgil Eihusen skeet range consists of six fields also equipped with "PAT" TRAPS all facing northeast. Skeet and trap ranges are lighted at night for continued fun, during evening and winter hours.



[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)



## RIFLE & PISTOL RANGE

The Heartland Public Shooting Park has six ranges available for rifle and pistol shooters. These ranges include:

- 25, 50, 100, 200, 300, and 600 yard
- Center fire ranges are fully baffled & protected by 60 foot long shooting tubes

Safeguards are in place to keep the facility safe as well as eliminate any stray bullets from leaving the site.

***\*A Range Safety Officer is on duty during open hours\****

## FISHING/RETRIEVER TRAINING LAKE

The Trials lake is used for retriever trials and Kids Derby Fishing Tournaments. The lake is stocked with multiple pan fish which include bluegill and bass.

## RV PARK

The first phase of the RV Park will be completed in the Fall of 2007. This section of the park when completed, will contain 60 pads with 50 amp service provided.

## ACTIVITY CENTER

Centrally located in the park, the entire facility is heated and air-conditioned. The upper level contains the customer service counter where all shooters check in. This level also has a spacious 16' x 60' deck which provides plenty of seating. From this vantage point there is a magnificent view of the trap and skeet ranges.

The lower level contains a meeting facility which can accommodate up to 60 people and can be used for various events. This level is fully equipped with audio visual equipment needed to make classroom time a pleasure.



[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)



## COWBOY ACTION

The Heartland Public Shooting Park Cowboy Action is home to the Platte Valley Gunslingers which is a SASS Affiliated Club. The town is comprised of 12 ranges and each has a three sided berm for safety.

The town is currently under construction.



## OTHER

The Heartland Public Shooting Park offers a multitude of opportunities for the novice to advanced shooters.

The Park has guns, shooting equipment and ammunition available:

- Ammunition - 12, 20, 28 & 410 gauge shotgun shells
- Eye & ear protection
- Various firearms available for rent
- Youth loaner guns available
- Shooting cars available for easy access to the park
- Archery Range, Paint Ball Course
- Community Attractions


## PARK FEES

The Heartland Public Shooting Park is open to the public and charges the following fees for activities:


Discipline	Adult	Youth	Targets
Trap	\$5.00	\$3.50	25
5 Stand Sporting	\$6.00	\$4.00	25
Skeet	\$5.00	\$3.50	25
Sporting Clays	\$15.00	\$10.00	50
Rifle & Handgun Range	\$5.00	\$2.50	

***\*Fees subject to change, please check our website for the most current fee schedule***


### Heartland Public Shooting Park – Sporting Clay Range



Grand Island, Nebraska




Each station is supplied with two PRO-MATIC traps so there are two varied targets thrown for each presentation. Traps are repositioned regularly to provide an endless variety of target presentations. Traps are run with automatic counters so you can shoot as many targets as you desire and pay for only the ones shot. The control boxes also allow a shooter to delay the release of the target three seconds after the push of a button.



[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)


### Heartland Public Shooting Park – Trap & Skeet Range



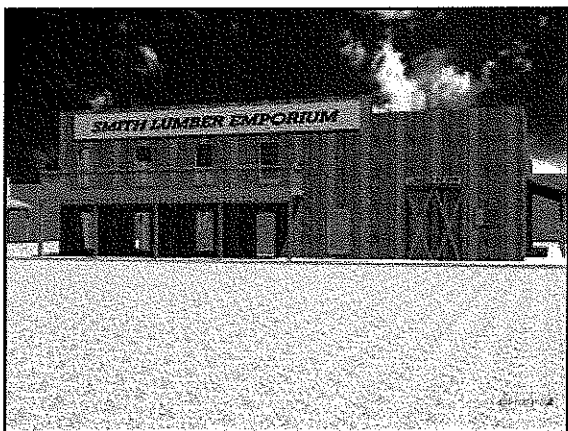
Cowboy Town

Grand Island, Nebraska


- Home to Platte Valley Gunslingers
- SASS Affiliated Club
- 12 Ranges with 3 Sided Berms
- Construction of Cowboy Town to start in summer 2007
- Mailing List available



[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)




### Heartland Public Shooting Park – Trap & Skeet Range



RV Park


Grand Island, Nebraska

- Completion in Fall 2008
- 60 full service pads
- 50 amp service



[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)



### Heartland Public Shooting Park – Activity Center



Activity Center

Grand Island, Nebraska


The entire facility is heated/air-conditioned

- The upper level also has a spacious 16 x 60 deck and plenty of seating
- From this vantage point you have a magnificent view of the trap and skeet ranges

[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)



### Heartland Public Shooting Park – Activity Center



Activity Center

Grand Island, Nebraska

- The center section of the upper level is where the customer counter is located
- All park fees are also collected from this counter
- The meeting facility in the lower level of the Activity Center can accommodate up to 60 people
- The facility offers a comfortable setting with a 16 x 60 walk out patio and all the audio visual equipment needed to make classroom time a pleasure

[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)

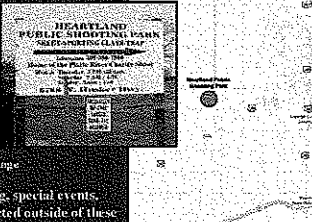


## Heartland Public Shooting Park

Grand Island, Nebraska

### Shooting Range Hours

Closed	Monday
Closed	Tuesday
7:00 p.m. - 10:00 p.m.	Wednesday
5:00 p.m. - 10:00 p.m.	Thursday
Closed	Friday
9:00 a.m. - 5:00 p.m.	Saturday
Noon - 5:00 p.m.	Sunday
Noon - 3:30 p.m.	Sat - Sun Rifle Range



League shooting, registered shooting, special events, and corporate events may be conducted outside of these regularly scheduled hours of operation.

**Location**  
Heartland Public Shooting Park is located 3 miles west of Grand Island  
6788 West Husker Highway  
[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)

## Heartland Public Shooting Park


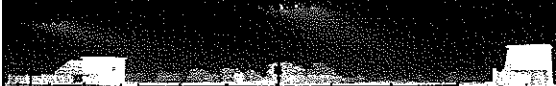
Grand Island, Nebraska

### Fees

Discipline	Adult	Youth	Targets
Trap	\$5.00	\$3.50	25
5 Stand Sporting	\$6.00	\$4.00	25
Skeet	\$5.00	\$3.50	25
Sporting Clays	\$15.00	\$10.00	50

Current fees for Shotgun Disciplines per round. To qualify for youth pricing you must be under 19 years old.

### Targets

[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)

## Heartland Public Shooting Park

Grand Island, Nebraska

### Shooting Range Board


President-Kent Coen	Director-Miles Doyle
Vice President-Tim O'Connor	Director Doyle Hulme
Sporting Clays-Chairman Tim Taber	Director Emil Schaaf
Skeet Chairman-John Haynes	Director Tim Ziegler
Trap Chairman-Jim Janda	Director Dr. John Allen
Secretary-Leta McCashin	Director Larry Balura
Treasurer-John Hoggatt	Director Dave Zlonke

### Volunteers

This Facility is operated by the City of Grand Island Nebraska with the generous assistance of a group of people dedicated to the success of this park. They dedicate their time and labor to make this place what it is today. We owe them a great debt of gratitude.

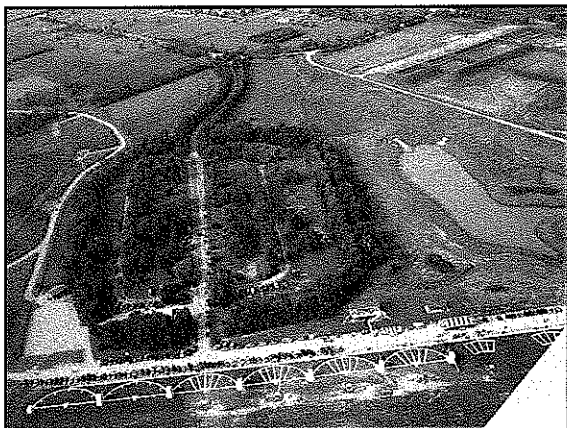
[www.heartlandpublicshootingpark.com](http://www.heartlandpublicshootingpark.com)

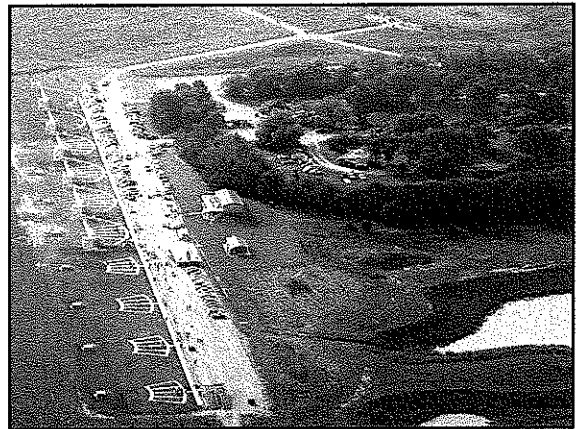
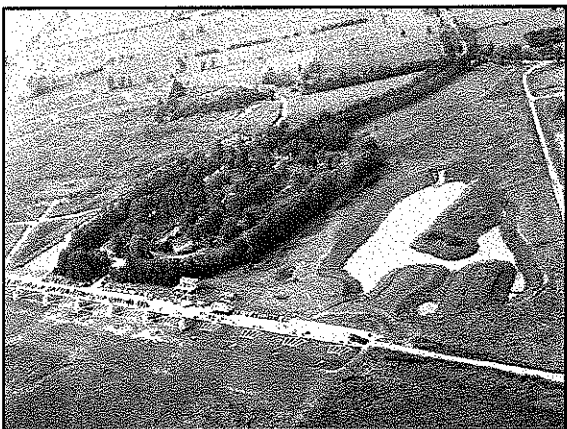
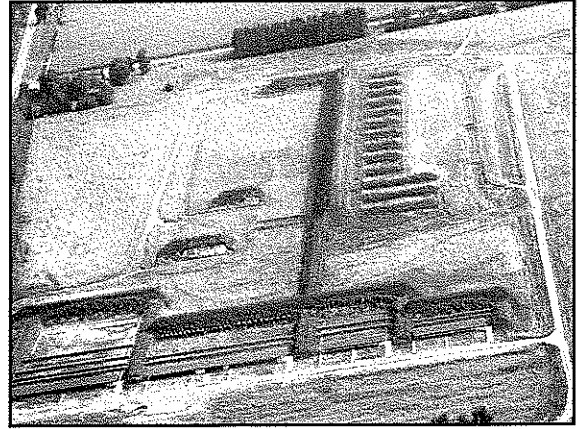
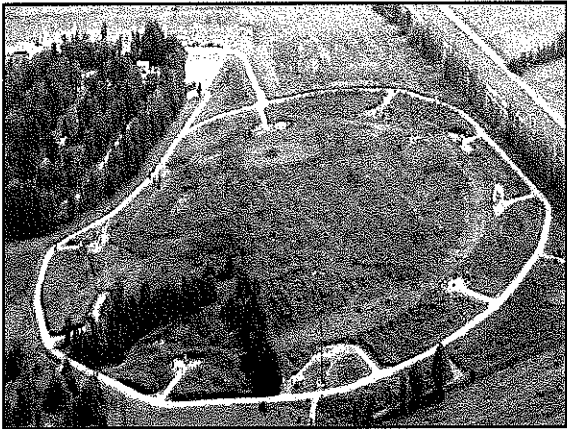
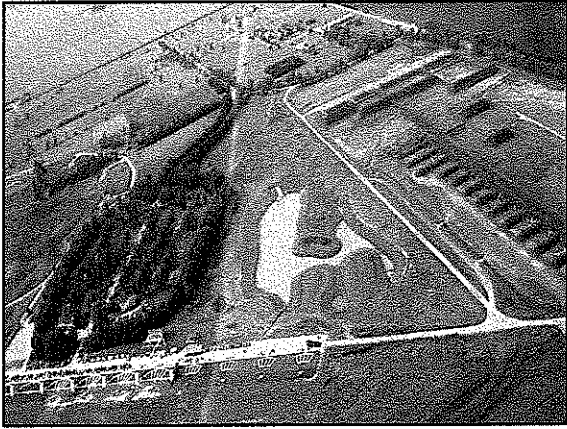
## A Guide Through the Heartland Public Shooting Park



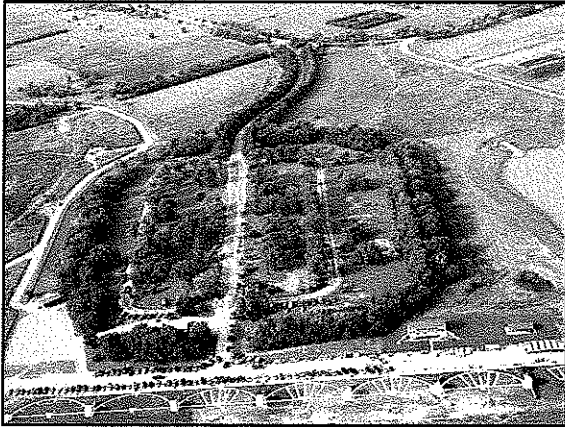
Grand Island, Nebraska

Fly Over











Welcome Shooters

Home of the Platte River Charity Shoot and the Centura and Viking Trap Teams

Wednesday, August 01, 2007 10:11



## Heartland Public Shooting Park

Grand Island, Nebraska



6788 W/ Husker Highway  
Grand Island, Nebraska 68801  
308-390-1900  
Latitude 40 53.224  
Longitude 98 28.196

Home

Welcome

Activity Center

Board

Directions

Hours and Fees

Hunter Education

Site Plan (pdf)

Safety

Shooting Clubs

Shooting Instruction

Volunteer Opportunities

Disciplines

Shotgun

Rifle/Pistol

Cowboy Action

Leagues

Registration (pdf)

Schedule

Buffet League Schedule

HSPR Brochure

Contact Us

Shoot Results

Park Calendar

Lake

RV Park

Archive

Photo Gallery

Links

### The Heartland Public Shooting Range Offers:

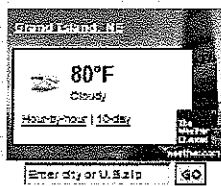
- Skeet Range
- Sporting Clays Range
- Trap Range
- Activity Center
- Registered Targets
- Instruction/Shooting Clinics
- Ammunition - 12, 20, 28 and 410 gauge Shotgun Shells
- Eye and Ear Protection
- Beretta Shotguns Available for use
- Youth, Lady, and Regular 12 and 20 gauge loaner shotguns
- Model Airplane Flying Club
- Shooting carts available for easy access to our shooting complex.

### Spring 2007 Attractions:

- Sanctioned Retriever Trials
- Rifle and Pistol Ranges from 25 to 600 yards
- Cowboy Action

### Future Attractions:

- 60 Site Modern Campground
- 25 miles of equestrian and pedestrian trails



### Welcome

This Facility is operated by the City of Grand Island Nebraska with the generous assistance of a group of people dedicated to the success of this park. They dedicate their time and labor to make this place what it is today. We owe them a great debt of gratitude. Please contact us about joining this group.

### News Ticker

Place cursor over text to stop and/or select link.

### gun Falling Plate Shoot

August 11th

September 8th

October 13th

andgunner's Welcome

### 7 Youth Celebration Minutes

Our facility is available for the following shooting sport related events:

- Private Shoots
- Fundraising Events
- Customer Appreciation
- Employee Recognition

By Appointment Only



Heartland Public Shooting Park - The Official Web site of the Heartland Public Shooting Park  
Contact Us: Send Email or Call (308) 390-1900  
Copyright © 2006 City of Grand Island. All Rights Reserved  
P.O. Box 1968, Grand Island, NE 68802



Select the "City of Grand Island" logo to direct you to the city website.

## AGREEMENT

On the terms and subject to the conditions of this Agreement, the GRAND ISLAND SKEET & SPORTING CLAYS CLUB, INC. of Grand Island, Nebraska, shall have permission to use facilities to be constructed on city property for skeet, trap and sporting clay range facilities, said facilities to be owned by the City of Grand Island, Nebraska.

It is agreed by and between the parties, that the City of Grand Island, shall contribute funding for the construction and development of the facilities and that the Grand Island Skeet & Sporting Clays Club, Inc. shall also contribute funding to assist in the construction of the facilities. The Grand Island Skeet & Sporting Clays Club, Inc., shall contribute over \$200,000.00 toward the development of the facilities. The City of Grand Island, to assist the Grand Island Skeet & Sporting Clays Club, Inc. in obtaining funding from various sources, including funding from local foundations, shall loan to the Grand Island Skeet & Sporting Clays Club, Inc. the amount of \$100,000.00, which shall be repayable to the City of Grand Island over a period of five years. Said loan shall not bear interest.

The Grand Island Skeet & Sporting Clays Club, Inc., in receipt of the loan funds from the City of Grand Island shall use all of the funds for the improvement of the facilities, and all improvements made by the Grand Island Skeet & Sporting Clays Club, Inc., once completed, shall belong to and become the property of the City of Grand Island.

All funds received by the Grand Island Skeet & Sporting Clays Club, Inc. from the City of Grand Island shall be expended within the first twelve months after receipt or any unexpended funds shall be returned to the City of Grand Island, constituting a repayment towards the \$100,000.00.

Itemized receipts and accountings shall be made between the Grand Island Skeet & Sporting Clays Club, Inc., and the Parks & Recreation Director and the Finance Director of the City of Grand Island to coordinate that the funds are being properly spent for the development of the skeet, trap and sporting clay range facilities.

In consideration of the Grand Island Skeet & Sporting Clays Club, Inc. making said expenditures and obligating itself to repay the \$100,000.00 to the City of Grand Island, it is further anticipated that the City of Grand Island shall expend funds of at least \$100,000.00 over the next five years towards development of said facilities.

The Grand Island Skeet & Sporting Clays Club, Inc. shall make no claim of ownership to any of the facilities located on city property.

The Grand Island Skeet & Sporting Clays Club, Inc. agrees to repay the \$100,000.00 and reimburse to the city for its right to use the facilities, the amount of \$25,000.00, which is due and payable on the last day of the second year after the execution of this agreement, \$25,000.00 due and payable on the last day of the third year after the execution of this agreement, \$25,000.00 due and payable on the last day of the end of the fourth year after the execution of the agreement,

and \$25,000.00 due and payable on the last day of the fifth year after the execution of the agreement.

Any loss or damage to the facilities during the construction of the facilities, which is being paid for and supervised by the Grand Island Skeet & Sporting Clays Club, Inc., shall be at the sole risk of the Grand Island Skeet & Sporting Clays Club, Inc..

The Grand Island Skeet & Sporting Clays Club, Inc., during the period of time covered by this agreement, shall provide to the City of Grand Island proof of having insurance in place which insures the facilities against fire, theft, damage or destruction and against such other risks in such amounts as the city may reasonably require. The Grand Island Skeet & Sporting Clays Club, Inc. shall also have in force at all times a public liability insurance policy which shall be paid for out of its funds at its own cost and expense, giving protection to the extent of a minimum of \$1,000,000.00 in the event of death or injury to any one individual, and \$1,000,000.00 in the event of injury or death to more than one individual, if such death or injury arises in connection with the program or event or use of the facilities by the Grand Island Skeet & Sporting Clays Club, Inc.. Any such insurance shall include as an additional insured the City of Grand Island. Such insurance shall be placed with an insurance company approved by the City of Grand Island and shall provide that the insurance company will give the City of Grand Island thirty (30) days written notice before the policy may be altered or canceled. The Grand Island Skeet & Sporting Clays Club, Inc. shall deliver a proof of insurance policy or certificate of insurance to the City of Grand Island prior to commencing any work or construction at the facility. The Grand Island Skeet & Sporting Clays Club, Inc. shall indemnify, defend and hold the City of Grand Island harmless from and against any and all loss, damage, cost or expense to the facilities or for any other liability not compensated for by insurance.

This agreement or any rights hereunder may not be assigned or otherwise transferred by the Grand Island Skeet & Sporting Clays Club, Inc. and shall not inure to the benefit of any other party without prior written consent of the City of Grand Island.

This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

At any time, after the execution of this agreement, if the Grand Island Skeet & Sporting Clays Club, Inc. shall no longer make use of the facilities nor wish to continue in cooperation of the development of the facilities with the City of Grand Island, any unpaid amount of the initial \$100,000.00, shall become due and payable in full at that time. Said amount that shall be due and payable, is to become due without further written notice or demand to be made by the City of Grand Island to the Grand Island Skeet & Sporting Clays Club, Inc.. The Grand Island Skeet & Sporting Clays Club, Inc. hereby waives its right to any notice or demand for repayment of any proceeds provided by the City of Grand Island.

All work that is to be paid for with funds provided by the City of Grand Island, shall not commence, without notice and approval provided by the Parks & Recreation Director of the City of Grand Island. The Grand Island Skeet & Sporting Clays Club, Inc., shall pay for and be

required to obtain all necessary permits and approvals necessary for the construction of any improvements made by it.

No delay by the City of Grand Island in exercising any of its rights or powers arising from any default by the Grand Island Skeet & Sporting Clays Club, Inc. shall impair the right or power or prevent its exercise during the continuance of the default. No waiver by the City of Grand Island of any default, whether full or partial, shall extend to any subsequent default, except as may otherwise be provided in this agreement. No remedy is intended to be exclusive of any other remedy, but each shall be cumulative in addition to any other remedy given or otherwise existing nor shall the giving, taking or enforcement of any other additional security, collateral or guarantee for the payment of the indebtedness operate to waive or affect any rights, powers or remedies under this agreement; nor shall the City of Grand Island be required to first look to, enforce or exhaust other or additional security, collateral or guarantees. All rights, powers or remedies may be enforced independently or concurrently in law or in equity.

No act shall constitute the City of Grand Island as an agent for the Grand Island Skeet & Sporting Clays Club, Inc. or constitute the Grand Island Skeet & Sporting Clays Club, Inc. as an agent for the City of Grand Island. The City of Grand Island is acting solely for its protection and neither the Grand Island Skeet & Sporting Clays Club, Inc. nor anyone else shall any right to rely upon the City of Grand Island or on any of the city's procedures for Grand Island Skeet & Sporting Clays Club, Inc.'s protection or otherwise.

The City of Grand Island shall have the right to inspect the construction at reasonable times. Inspections will be solely for the city's benefit. The Grand Island Skeet & Sporting Clays Club, Inc. shall select its contractors, sub-contractors and material men and the city shall neither have nor assume any responsibility for them or the quality of their materials or work.

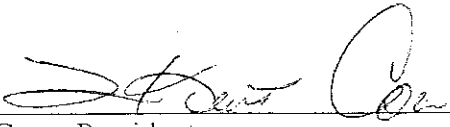
The Grand Island Skeet & Sporting Clays Club, Inc. shall keep accurate records of the construction and maintain the records to clearly set out the cost of construction. The Grand Island Skeet & Sporting Clays Club, Inc. shall make all books and records available to the city at designated times for examination and audit.

The Grand Island Skeet & Sporting Clays Club, Inc. shall comply with and have the improvements constructed in accordance with all applicable federal, state, county and city laws, ordinances, building codes and regulations.

The Grand Island Skeet & Sporting Clays Club, Inc. shall agree to indemnify the City of Grand Island from all loss, damage and expense, including court costs and attorneys fees from all actions brought against the City of Grand Island connected with alleged defects in any structure or other improvement constructed on the real estate due to, without limitation, faulty materials, faulty workmanship or defective design.

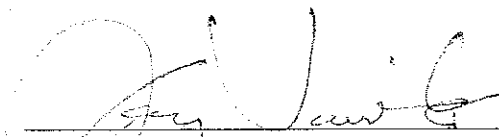
All notices shall be in writing and deemed to have been sufficiently given when presented personally or sent by regular first class mail to the City of Grand Island at 100 East First Street, P.O. Box 1968, Grand Island, Nebraska, 68802 and to the Grand Island Skeet & Sporting Clays Club, Inc. at P.O. Box 1117, Grand Island, Nebraska.

GRAND ISLAND SKEET & SPORTING CLAYS CLUB, INC.,


By:   
L. Kent Coen, President

Date: 3-17-04

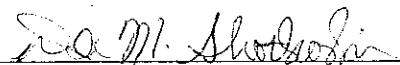
CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By:   
Jay Vavricek, Mayor

Date: 3-22-04

Attest:   
RaNae Edwards, City Clerk

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

By:   
Dale M. Shotkoski, Assistant City Attorney

Date: 3-17-04

## **ASSIGNMENT AND AMENDMENT TO AGREEMENT**

The CITY OF GRAND ISLAND and THE GRAND ISLAND SKEET & SPORTING CLAYS CLUB, INC., of Grand Island, Nebraska, in March of 2004, had entered into an agreement pertaining the use of funds and construction and improvements to be made on city property for skeet, trap and sporting clay range facilities, said facilities to be owned by the City of Grand Island, Nebraska.

The Grand Island Skeet & Sporting Clays Club, Inc., of Grand Island, Nebraska, has changed its name to the Heartland Public Shooting Park, and permission has been sought from the City to assign the agreement to the Heartland Public Shooting Park. It is hereby agreed by the City of Grand Island that the previous agreement is to be and shall be assigned from the Grand Island Skeet and Sporting Clays Club, Inc., of Grand Island, Nebraska, to the Heartland Public Shooting Park.

It is agreed by and between the parties that with the ongoing construction and improvements to the facility, that management of the facility needs to be provided. The Heartland Public Shooting Park is hereby agreeing to provide the management of the facility in order to provide to the general public services and the opportunity to utilize the skeet, trap and sporting clay range facilities.

The Heartland Public Shooting Park, hereinafter referred to as "Contractor", agrees to perform these services for the City of Grand Island, Nebraska, hereinafter referred to as "Owner" under the terms and conditions set forth below.

In consideration of the mutual promises set forth herein, it is agreed by and between the Owner and the Contractor:

### **SECTION ONE RELATIONSHIP OF THE PARTIES**

The parties to this contract agree that the Contractor is a separate and independent organization and that the relationship created by this contract is that of employer/independent contractor. The Owner is interested only in the results to be achieved. The conduct and control of the work lies solely with the Contractor. Contractor is not to be considered an agent or employer of the Owner for any purpose, and the employees of Contractor are not entitled to any of the benefits that the Owner provides for the Owner's employees. It is understood that the Owner does not agree to use Contractor exclusively. It is further understood that Contractor is free to contact for similar services to be performed for other owners while Contractor is under contract with the Owner.

## **SECTION TWO DESCRIPTION OF WORK**

1. The skeet, trap and sporting clay range facilities shall be maintained and kept open for full operation by Contractor. The specific hours of such operation shall be reasonably established by agreement between the Contractor and the Owner. Contractor agrees to abide by such established hours of operation and to assume that professional services and employees will be available to the patrons during all the hours of operation.

2. Contractor agrees that the management and operation of the skeet, trap and sporting clay range facilities shall be conducted using the highest of modern standards as employed at skeet, trap and sporting clay range facilities.

3. Contractor shall assure that the premises and grounds surrounding the facilities and that the personal property of the owner are kept in a clean and orderly condition.

4. The Contractor agrees to abide by the ordinances of the City, and statutes of the State of Nebraska and the United States, and the Rules and Regulations established by the Owner governing operation of said facilities.

## **SECTION THREE EMPLOYMENT OF WORKERS BY CONTRACTOR**

1. Contractor shall furnish duly qualified and experienced workers to carry out the work to be performed by it under the contract. Contractor shall at all times enforce strict discipline and maintain good order among the workers engaged in such work, and shall cause such workers to observe all reasonable fire prevention and safety rules and regulations enforced at the site of the work. Contractor shall not employ any unfit person or anyone not skilled in the work assigned. Persons hired by Contractor shall be and remain Contractor's employees. Contractor shall not have jurisdiction over any of the Owner's employees or personnel.

2. The Contractor agrees to comply with all applicable state fair labor standards in the execution of this contract as required by §73-102, R.R.S., 1943. The Contractor further agrees to comply with the provisions of §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 sub-contractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, political affiliation, age or disability. Contractor agrees to comply with all applicable local, state and federal rules and regulations.

3. The Contractor agrees with Owner that it shall maintain a Drug-Free Workplace Policy and that a Drug-Free Workplace Policy for itself and any of its employees shall be made available to Owner upon request. No employee of the Contractor, while on any City property as an employee of the Contractor shall be allowed to consume any alcohol or any illegal drugs of any kind.



## **SECTION FOUR**

### **LIMITATION ON DELEGATION OF PERSONAL SERVICES BY CONTRACTOR**

The work and services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged upon such work or services except upon written approval of Owner, provided that this provision shall not apply to secretarial, clerical, routine mechanical and similar incidental services needed by Contractor to assist in the performance of this contract. In the performance of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, Owner being interested only in the results obtained. The work contemplated herein must meet the approval of the Owner and shall be subject to Owner's general right of inspection and supervision to secure the satisfactory completion thereof. Contractor is not prohibited from making use of screened volunteers acceptable to the Contractor when necessary with proper notice being given to the Owner.

## **SECTION FIVE**

### **INSURANCE**

Contractor shall continue to maintain insurance as set out in original agreement. Contractor furthermore shall maintain workers compensation insurance. The insurance shall protect the Contractor against all claims under applicable state workers compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees, which for any reason, may not fall within the provisions of the workers compensation law. This policy shall include an "all states" endorsement. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limit
Employer's Liability	\$100,000 per person
	\$100,000 per disease
	\$500,000 policy limit

## **SECTION SIX**

### **COMPENSATION**

Owner agrees as compensation to the Contractor, to allow the Contractor during the developmental stages of the facility that the parties are in, to keep and maintain any and all funds received for the events sponsored by the Contractor. Owner and Contractor agree to review annually the revenues generated by the facility and this shall be subject to modification as further development to the facility is made.

## **SECTION SEVEN**

### **DURATION**

The original contract shall remain in place for the terms outlined in the original period. The amendment concerning the use of employees by the Contractor to manage the facility shall run on an annual basis from the date of this amendment. The parties shall meet at a minimum of sixty (60) days prior to the end of every year in which the contract is in place, to review the revenues and operational needs of the facility. Either party may terminate this contract at the end of any year upon at least thirty (30) days prior written notice.

**SECTION EIGHT  
ASSIGNMENT**

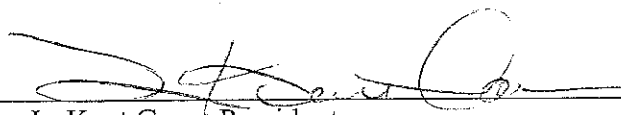
This Assignment and Amendment in no way modifies or changes the terms of the original agreement other than renaming the parties to the agreement; and the Heartland Public Shooting Park agrees to carry out all of the duties and agreements set out in the original agreement to be carried out by the Grand Island Skeet and Sporting Clays Club, Inc., of Grand Island, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Amendment to the original agreement.

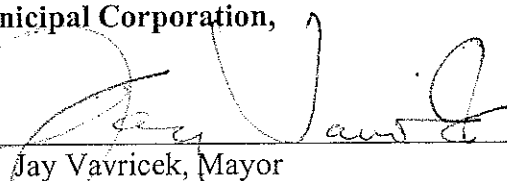
**GRAND ISLAND SKEET & SPORTING CLAYS CLUB, INC.,**

By:  Date: 9-28-04  
L. Kent Coen, President

**HEARTLAND PUBLIC SHOOTING PARK,**

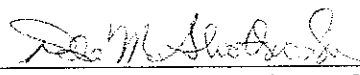
By:  Date: 9-28-04  
L. Kent Coen, President

**CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation,**

By:  Date: 10-4-04  
Jay Vavricek, Mayor

Attest:   
RaNae Edwards, City Clerk

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

By:  Date: 10-1-04  
Dale M. Shotkoski, Assistant City Attorney

205

**SECOND AMENDMENT  
TO  
AGREEMENT BETWEEN  
CITY OF GRAND ISLAND, NEBRASKA  
AND  
THE HEARTLAND PUBLIC SHOOTING PARK  
FORMERLY KNOWN AS  
THE GRAND ISLAND SKEET & SPORTING CLAYS CLUB, INC.**

The City of Grand Island and the Heartland Public Shooting Park, having previously entered into an agreement pertaining to the use of funds and construction and improvements and management of city property for skeet, trap at the shooting clay range facility. As of October 1, 2005, the agreement will be amended due to the continuation of improvements being made at the facility and with the City taking over the management of the facility.

On October 1, 2005, or earlier, upon the City of Grand Island hiring a shooting park superintendent, the City of Grand Island will assume responsibility for the management of the facility.

The Heartland Shooting Park agrees continue to cooperate with the City of Grand Island in assisting with the operation of the facility.

In exchange for the Heartland Public Shooting Park continued cooperation, members of the Heartland Public Shooting Park who volunteer fifty (50) hours of service to the facility shall continue to be provided a discounted rate per round. The discount rate per round is One Dollar and Fifty Cents (\$1.50) per round for its members who commit to volunteering 50 hours per calendar year. The Heartland Public Shooting Park, recognizing that government funds have been used for the improvements, shall make a commitment to the city to comply with all state and federal requirements for its membership to be open, non-discriminatory and available to all who can abide by the by-laws of the organization.

The City of Grand Island, recognizing that the knowledge and expertise of many members of the Heartland Public Shooting Park has been a valuable part of the construction and improvements for the facility, will agree to allow the Heartland Public Shooting Park to serve as an advisory board for the City Parks and Recreation Department Director and Shooting Park Superintendent as to the needs and future operation of the facility.

The Heartland Public Shooting Park is committed to continuing to furnish as many volunteer hours as it can to the continued operation of the skeet, trap and sporting clay range facility. It is anticipated that the Heartland Public Shooting Park shall continue to solicit funds for future improvements to the facility, however, by this agreement, the Heartland Public Shooting Park is not committed to any financial obligations to the City of Grand Island.

All other sections of the previous agreement relating to the management of the facility shall be deleted by this agreement.

This agreement shall be reviewed every two (2) years from October 1, 2005, and amended as needed for the continued success and operation of the facility.

It is further agreed that the membership of the Heartland Public Shooting Park recognizes that the management responsibilities as of October 1, 2005, shall be transferred to the City of Grand Island or earlier upon the city hiring a shooting park superintendent and the Heartland Public Shooting Park agrees to provide their support and cooperation with the City of Grand Island and its employees in the operation of the facility.

**HEARTLAND PUBLIC SHOOTING PARK,**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
L. Kent Coen, President

**CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation,**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jay Vavricek, Mayor

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dale M. Shotkoski, Assistant City Attorney

RESOLUTION 2007-187

WHEREAS, the 2007/2008 budget process requires a projection of the personnel costs;  
and

WHEREAS, because of the city's growth and expansion of city services and operations,  
additional staffing is necessary; and

WHEREAS, the net result would be an increase of 4.77 Full Time Equivalent Employees  
(FTE) and \$155,613.00 in the general fund and 7.27 FTE'S and \$260,844.00 city wide.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF  
THE CITY OF GRAND ISLAND, NEBRASKA, that the 2007/2008 proposed budget be prepared to  
include the 4.77 FTE's and \$155,613.00 in the general fund and 7.27 FTE'S and \$260,844.00 city wide.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, August 07, 2007**

**Special Council Session**

## **Item I2**

**#2007-188 - Approving Settlement Agreement Relative to the  
Howard Maxon Litigation**

**Staff Contact: Dale Shotkoski**

# **Council Agenda Memo**

**From:** Dale M. Shotkoski, City Attorney

**Meeting:** August 7, 2007

**Subject:** Howard Maxon Settlement Agreement

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

**Presenter(s):** Dale M. Shotkoski, City Attorney

## **Background**

In February, 2005, Howard Maxon, former Emergency Management Director, was terminated by the Mayor from city employment on the charges of misconduct. On March 29, 2005, a hearing was held before the City Council to determine whether the termination should be upheld. Council voted to affirm the charges of misconduct and the termination of Maxon's employment. Maxon then filed a petition in error with the Hall County District Court seeking review of the council's determination. The District Court affirmed the decision of the City Council. Maxon then appealed the District Court's decision to the Supreme Court. The decision of the Hall County District Court and the Grand Island City Council to uphold the termination of Mr. Maxon was reversed by the Supreme Court.

## **Discussion**

On July 23, 2007, the City of Grand Island and Mr. Maxon participated in a mediated settlement conference involving the claims made by Mr. Maxon arising out of his termination by the City Council on March 29, 2005. At the conclusion of the mediation, both parties expressed their desire to end all disputes concerning the termination of Mr. Maxon and both parties have agreed to settle the matter in the amount of \$325,000, payable to Mr. Maxon, with the first payment of \$95,000 due October 1, 2007, and eight remaining semi-annual payments of \$28,750 on January 1<sup>st</sup> and July 1<sup>st</sup> of each year until paid in full.

## **Alternatives**

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

1. Move to approve the settlement agreement in the amount of \$325,000.
2. Deny the claim of \$325,000.
3. Postpone the issue to future date.
4. Take no action on the issue.

### **Recommendation**

City administration recommends that the Council approve the settlement agreement between the City of Grand Island and Howard Maxon in the amount of \$325,000.

### **Sample Motion**

Move to approve the settlement agreement between the City of Grand Island and Howard Maxon in the amount of \$325,000.



## SETTLEMENT AGREEMENT

Howard Maxon, hereinafter referred to as "Maxon", and the City of Grand Island, hereinafter referred to as "The City", participated in a mediated settlement on July 23<sup>rd</sup>, 2007 which involved the claims made by Maxon arising out of the termination of Maxon on or about March 29<sup>th</sup>, 2007 by the City.

The parties, having concluded such mediation session, and in consideration of all claims made by the parties, hereby resolve their dispute and express their agreement that end all disputes arising out of the employment or termination of Maxon are to be settled upon the following terms:

1. The City will pay to Maxon, or to his Estate in the event of Maxon's death before this Agreement is completed, the sum of \$325,000.00. Said sum shall be paid as follows:

- a. \$95,000.00 on or before October 1<sup>st</sup>, 2007;
- b. Eight payments of \$28,750.00 to be made on the first business day of January and the first day of July, commencing on the first business day of January, 2008 and continuing on such semiannual basis until payment in full is made. The City shall not have the right of prepayment unless Maxon agrees to do so in writing.

2. In consideration of the above, Maxon hereby grants and provides a release to the City with the following material terms:

- a. A full and complete release and discharge of any and all claims Maxon has, claims to have, or in the future may have against the City, its agents, employees, heirs, successors, assigns, and insurers arising out of the termination of Maxon.
- b. A warranty that Maxon is the sole owner of any and all such claims.
- c. Full and complete indemnification of the City by Maxon against any liens or subrogation claims arising out of the employment or termination of Maxon.

3. The City, in consideration of the above, hereby grants and provides a release to Maxon under the following material terms:

- a. A full and complete release and discharge of any and all

claims the City has, claims to have, or in the future may have against Maxon, his agents, employees, heirs, successors, assigns, and insurers arising out of Maxon's employment and subsequent termination.

b. A warranty that City is the sole owner of all such claims, and that the persons signing the settlement document is fully authorized by the Grand Island City Council to execute the same.

c. A full and complete indemnification of Maxon by the City against any lien, or other claims that may arise out of his employment or his termination.

4. Further, Maxon will voluntarily submit his resignation letter effective the date the City of Grand Island approves this Settlement Agreement.

5. Of the \$95,000.00 to be paid on or before October 1<sup>st</sup>, 2007, the parties hereto agree that the sum of \$31,090.84 shall be allocated to the out of pocket expenses of Maxon incurred for family health insurance coverage after his termination from employment, and approximately \$15,000.00 of said sum shall be allocated for attorneys fees, court costs, and transcript expenses. Upon the execution of this Agreement, such Settlement Agreement shall be filed in the District Court of Hall County, Nebraska in the case entitled Maxon v. City of Grand Island, Case No. CI05-390, and upon payment in full as set forth in this Agreement, Maxon agrees to file a satisfaction of judgment with said District Court.

6. This Agreement shall be binding upon the heirs and successors of Maxon, and shall be binding upon the City of Grand Island, and its elected officials, and shall not be revoked or set aside by either party. In the event either party attempts to challenge the Agreement or to set the same aside, or a third party would attempt to do so, the parties shall be restored to their rights and obligations and liabilities that they held prior to July 23, 2007 if any such attempt is successful.

7. City represents it has given full authority to have this Agreement executed by the official signing on its behalf.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Howard L. Maxon, Claimant

Dated: \_\_\_\_\_

\_\_\_\_\_  
Colleen A. Maxon, Spouse of Claimant

Dated: \_\_\_\_\_

City of Grand Island, Nebraska

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

F:\NET\NODE3\VINCE\CONTRACT\maxon.agr

RESOLUTION 2007-188

WHEREAS, in February, 2005, former Emergency Management Director, Howard Maxon, was terminated from city employment on the charges of misconduct; and

WHEREAS, on March 29, 2005, at a hearing before the Grand Island City Council, the termination of Howard Maxon was upheld; and

WHEREAS, Mr. Maxon appealed this decision to the Hall County District Court where the termination was upheld, but was then reversed by the Supreme Court of the State of Nebraska; and

WHEREAS, in an effort to resolve this dispute both parties agreed to mediation and a potential settlement agreement in the amount of \$325,000 has been negotiated between the parties; and

WHEREAS, it is recommended that the City approve the terms to such negotiated settlement; and

WHEREAS, the proposed Settlement Agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Settlement Agreement in the amount of \$325,000 between the City of Grand Island and Howard Maxon is hereby approved for the settlement of all employment issues to be paid in the manner mediated.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	☐ _____
August 2, 2007	☐ City Attorney



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item J1

**Approving Payment of Claims for the Period of July 25, 2007  
through August 7, 2007**

*The Claims for the period of July 25, 2007 through August 7, 2007 for a total amount of \$1,295,339.53. A MOTION is in order.*

Staff Contact: David Springer



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item J2

**Approving Payment of Claim Submitted by Howard Maxon**

*This item relates to the aforementioned Resolution Item I-2.*

Staff Contact: Dale Shotkoski

# ANGLE, MURPHY, VALENTINO & CAMPBELL, P.C.

ATTORNEYS AT LAW  
617 GRANT AVENUE  
P.O. BOX 584  
YORK, NEBRASKA 68467

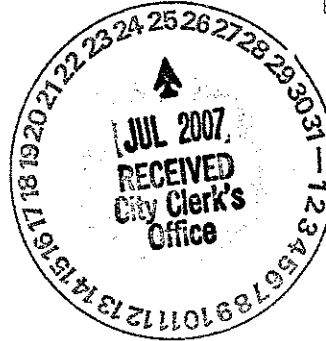
MICHAEL J. MURPHY  
VINCENT VALENTINO  
CHARLES W. CAMPBELL

TELEPHONE (402) 362-7725  
FAX NO. (402) 362-3875  
E-mail amvc@alltel.net

WALLACE W. ANGLE  
(1921-2001)

July 24, 2007

City of Grand Island  
Ranae Edwards, City Clerk  
100 East First Street  
P.O. Box 1968  
Grand Island, NE 68802-1968



RE: Maxon v. City of Grand Island/Amended Claim

Dear Ms. Edwards:

Our office represents Howard Maxon regarding his termination from employment claim on March 29, 2005 against the City of Grand Island, and the subsequent ruling of the Supreme Court on May 25, 2007. At the time of the hearing before the City Council, Mr. Maxon was making \$32.7706 per hour, \$5,680.24 per month, or \$68,162.95 per year, plus benefits. Those benefits included family health coverage that was provided to him at an approximate monthly cost of \$139.70. Further, he had a 6% pension accrual benefits match of approximately \$8,179.60 per year and a savings bond deduction of \$25.00 every two weeks, at interest. There was also a supplemental pension benefit contribution made of \$16.00 per month by the City plus the increased pay in 2003. Howard and his wife Colleen were forced to withdraw \$159,640.62 from their retirement accounts for living expenses, incurring penalties and a tax liability of over \$70,000.00.

As a result of his termination, he was forced to purchase his family coverage on a COBRA basis from April 1, 2005 through September 30, 2005 at a cost of \$1,075.00 per month. The price of this coverage increased to \$1,150.00 per month from October 30, 2005 through September 30, 2006. When the 18 months on COBRA eligibility ended, Mr. Maxon procured alternative family health coverage from October 1, 2006 through May 31, 2007, the final cost of health coverage was \$9,690.84, or an average cost of \$1,076.76 per month health insurance cost. The total health insurance cost on an out-of-pocket basis was \$31,090.84.

One must assume an interest factor on the sums owed to Maxon by his employer for the wage amounts and other losses. As of April 21, 2005, the Nebraska Supreme Court had a published interest rate of 5.125%; as of July 21, 2005 of 5.429%; and as of October 20, 2005 of 6.420%. One would assume some type of cost of living increase to his base salary of 2.5% to 3% of each fiscal year. Certainly, the pay of his successors in

office might provide a guide since Mr. Maxon had over twenty-five years in emergency management, and his salary would have been at \$72,000.00 per year by October 1, 2006, given reasonable assumptions.

Lost Wages (Without interest or cost-of-living increase)

April 1, 2005 through December 31, 2005	\$ 51,122.15
January 1, 2006 through December 31, 2006	\$ 68,162.95
January 1, 2007 through August 1, 2007	\$ 39,761.68
(Assumes no annual increase in salary for Maxon)	<u>\$159,046.78</u>

Annual interest lost on \$51,122.16  
@ 5.125% = \$3,147.79 per year or \$8.62 per day  
Annual interest lost on \$68,162.95  
@ 6.420% = \$4,376.06 per year or \$11.98 per day  
Annual interest lost on \$39,761.68  
@ 6.420% = \$2,552.69 per year or \$6.99 per day

Health Insurance Loss

\$1,075 per month (April 1, 2005 to September 30, 2005)	\$ 6,450.00
\$1,150 per month (October 1, 2005 to September 30, 2005)	\$14,950.00
\$1,076.76 per month (October 1, 2006 to present)	<u>\$ 9,690.84</u>
	\$31,090.84

These expenses incurred on an out-of-pocket basis are subject to an interest factor as well, as they were incurred monthly.

Lost Retirement/Pension Benefits

Mr. Maxon's contribution plus employer match annually was approximately \$8,179.60. He lost earned interest on his contribution and the match in his account from April 1, 2005 to present or \$8,861.23, without interest, on his accounts. The additional amount of contribution to the 2005 supplemental program is unknown, but the current account statement shows an approximate balance of \$800.00. This would have started in 2003.

Lost Pension Contributions:	
Assumes 6%/match with no salary increases	<u>\$ 8,179.60</u>
Current Wage and benefits losses without interest or cost-of-living increases	\$198,317.22
Plus penalties/tax for retirement withdrawals/without cost of lost investment interest	<u>\$ 70,000.00</u>
	\$268,317.22



Howard Maxon believes a reasonable interest factor applied to these sums would yield approximately \$13,000.00 per year. Additionally, he incurred other expenses for his appeal, including the cost of the transcript of \$2,341.80 and attorneys fees of approximately \$15,000.00. Further, each day he is not allowed to work he accrues lost pay, which increases the total amount of lost pay, retirement, and other benefits. Assuming a salary loss of \$72,000.00 from October 1, 2006, his lost wages would increase by another \$4,000.00 from and after October 1, 2007, not including any increased retirement percentage.

As a result of the recent Supreme Court decision regarding Mr. Maxon on May 25, 2007, Mr. Maxon believes his claims for past and current salary, benefits, and reimbursements have accrued, and hereby amends his demand for payment of said amounts. Further, he should be entitled to those increases paid to his successors in office, and the above amounts calculated and adjusted accordingly, including a severance for resigning voluntarily of six months salary of \$36,000.00, not including any retirement contribution amounts. Further, if payments are extended over a four year time frame, Mr. Maxon loses approximately \$16,200.00 in interest per year for his forbearance cost of waiting for his payments. Accordingly, Mr. Maxon demands the total sum of \$325,000.00 for his claims. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vincent Valentino".

Vincent Valentino  
For the Firm

VV/mde

CC: Howard Maxon  
Dale Shotkoski



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item X1

### Discussion Concerning Rod Thomas Litigation

*City Attorney Dale Shotkoski will update the Mayor and Council on the Rod Thomas litigation.*

Staff Contact: Dale Shotkoski



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item X2

### Update Concerning AFSCME Union Negotiations

*City Attorney Dale Shotkoski will update the Mayor and Council on the AFSCME Union Negotiations.*

Staff Contact: Dale Shotkoski