CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
July 27, 2011

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting
2. Roll Call
3. Special Order of Business

3.A. East 13th Street Phase II Engineering Agreement
to approve agreement Carried with a motion by David Bauer and a second by Kyle Frans.
David Bauer: Aye, Tom Busboom: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 5, No: 0
state approved engineering for Phase II

3.B. 1st Street Civic Center Economic Development Funds Application
to apply Carried with a motion by Tom Busboom and a second by Kyle Frans.
David Bauer: Aye, Tom Busboom: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 5, No: 0
advisory board and committee approve

3.C. Budget

4. Resolutions & Ordinances

4.A. Ordinance 1793 - Vacation of Kingwood Avenue
committee recommends approval

5. Adjournment
6:55 PM Carried with a motion by Tom Busboom and a second by David Bauer.
David Bauer: Aye, Tom Busboom: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 5, No: 0

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

____
City Clerk-Treasurer (S E A L)

LPA – CONSULTANT
PRELIMINARY ENGINEERING AGREEMENT

CITY OF CRETE
GILMORE & ASSOCIATES, INC.
PROJECT NO. STPAA-6904(2)
CONTROL NO. 12839a
13th STREET, IRIS AVE, PHASE II
FINAL DESIGN

THIS AGREEMENT, made and entered into by and between the City of Crete, hereinafter referred to as the Local Public Agency or LPA, and Gilmore & Associates, Inc., hereinafter referred to as the Consultant.

WITNESSETH

WHEREAS, the LPA desires to engage the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and

WHEREAS, the Consultant and LPA intend that the services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf, and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Gilmore & Associates, Inc. and any employees thereof, whose business and mailing address is 2670 33rd Avenue, Columbus, NE 68602-0565, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Alvine Engineering, whose business and mailing address is 1800 O Street, Suite 104, Lincoln, NE 68508.

"LPA" means a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide final design for Project No. STPAA-6904(2), Control No.12839a, in Saline County, Nebraska. The scope shall be developed in accordance with the LPA manual and attached hereto as Exhibit "B".

SECTION 3. PERSONNEL

The Consultant has furnished a personnel chart or list in EXHIBIT "D". Personnel who are added to Exhibit "D" as replacements must be persons of comparable training and experience. Personnel added to Exhibit "D" as new personnel and not replacements must be qualified to perform the intended work. The Consultant shall notify the LPA of any personnel changes. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form, available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that at the request of the LPA, the Consultant shall provide the LPA a detailed report of the product and progress of the work and allow inspection of the existing work product. From time to time, additions, deletions, changes, elaborations, or modifications of the services performed under the terms of this agreement may be determined by the LPA to be desirable or preferable. These changes will be made by supplement agreement.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule in attached EXHIBIT "E" and shall complete all work required under this agreement in a satisfactory manner within 120 days of Notice-To-Proceed.

Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the Consultant's fee.

SECTION 7. FEES AND PAYMENTS

A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of $8,580.60, as defined in paragraph D of this section, and up to a maximum amount of $77,077.32 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is $85,657.92.

B. Occasionally, the conditions of this agreement may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:

   - That the additional work is beyond the scope of services initially negotiated with Consultant; and
   - That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
   - That it is in the best interest of the LPA that the services be performed under this agreement.

   Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the Consultant Work Order Form (DR Form 250) to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the estimated total additional fee. DR Form 250 is available on the State's webpage at: www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The Consultant Work Order must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more Consultant Work Orders have been authorized and approved for federal funding.

C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the NOTICE TO PROCEED AND COMPLETION Section of this agreement or as provided in a written time extension notification.

D. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect non-labor costs, and direct payroll additives. The fixed-fee is not allowable upon direct non-labor costs. The fee for profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "12.0%".

E. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan, except for those pay periods where the employee works more hours than normally expected. In those pay periods, the hourly rate for project billing purposes shall be the actual rate determined by dividing the actual compensation for that pay period by the actual hours reported, including paid absences, for that pay period. Hours worked includes paid absences, such as: holiday, vacation, sick leave, administrative leave, etc.

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirely, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures - currently 55.5 cents per mile.

Company Survey Vehicle - Currently 58 cents per mile (2.5 cents above Company Automobile/Pick-up truck)

Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

Air fare - **Actual reasonable cost**, giving the State all discounts

Lodging - **Actual cost – excluding taxes and fees**: Not to exceed the federal lodging reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

Not to exceed *$70.00 per person daily

*Omaha/Douglas County, not to exceed $101.00 per person daily

Meals - **Actual cost – including tax and gratuity:** Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

	Statewide	**Omaha/Douglas County**	
Breakfast	$ 7.00	$ 10.00	
Lunch	11.00	15.00	
Dinner	23.00	31.00	
Totals	$41.00	$56.00	(Includes tax and gratuity)

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or

(b) Employee is on overnight travel.

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.

(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or

(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or

(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed $41.00 per person, with the exception of Omaha/Douglas County, which must not exceed $56.00 per person (includes tax and gratuity). When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

(3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

F. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals and in accordance with the "LPA Reimbursement Procedure" located on the State's webpage at: www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed-fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period

3. Information needed from LPA

4. Percent of work completed to date

5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

G. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA and State determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and fixed fee upon acceptance by the LPA and State, a final audit of all invoiced amounts will be completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

H. The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies at the expense of the requestor.

SECTION 8. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA, State or the FHWA, or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete the work, and receive written approval from the LPA before the Consultant begins the work. Any such work performed by the Consultant prior to written approval of the LPA will be done at the expense of the Consultant.

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time. Such suspension or termination may be affected by the LPA giving the Consultant seven days written notice.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

<u>SECTION 10. OWNERSHIP OF DOCUMENTS</u>

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

<u>SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION</u>

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

> **"CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval of the Consultant Coordinator prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the State for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Sectlon 4.4.3.5 DISPUTE RESOLUTION.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. NONDISCRIMINATION

A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.

B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultant/Subcontractor will provide electrical design for this project.

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement, in excess of $10,000, must contain similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. CONFLICT OF INTEREST

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. Consultant should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT for CONSULTANTS for LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State website at the following location: http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-consultant.pdf

Consultant must also complete and sign the **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS** for Local Federal-aid Transportation Projects, for each project. This form is located on the State website at the following location: http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 26. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

A. **Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Neb.Rev.Stat. §§ 81-1701 through 81-1721.

B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

a. By signing this agreement, the Consultant is providing the certification set out below.
b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be

considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.

d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.

g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.

i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.(ii) of this certification; and

iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 27. (LPA) CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 28. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement.

EXECUTED by the Consultant this ___ day of _________________, 2011.

GILMORE ASSOCIATES, INC.
Richard J. Bogus, P.E.

____
Vice President

STATE OF NEBRASKA)
)ss.
PLATTE COUNTY)

Subscribed and sworn to before me this ________ day of __________, 2011.

____
Notary Public

EXECUTED by the LPA this _____ day of ____________________, 2011.

CITY OF CRETE
Roger Foster

____
Mayor

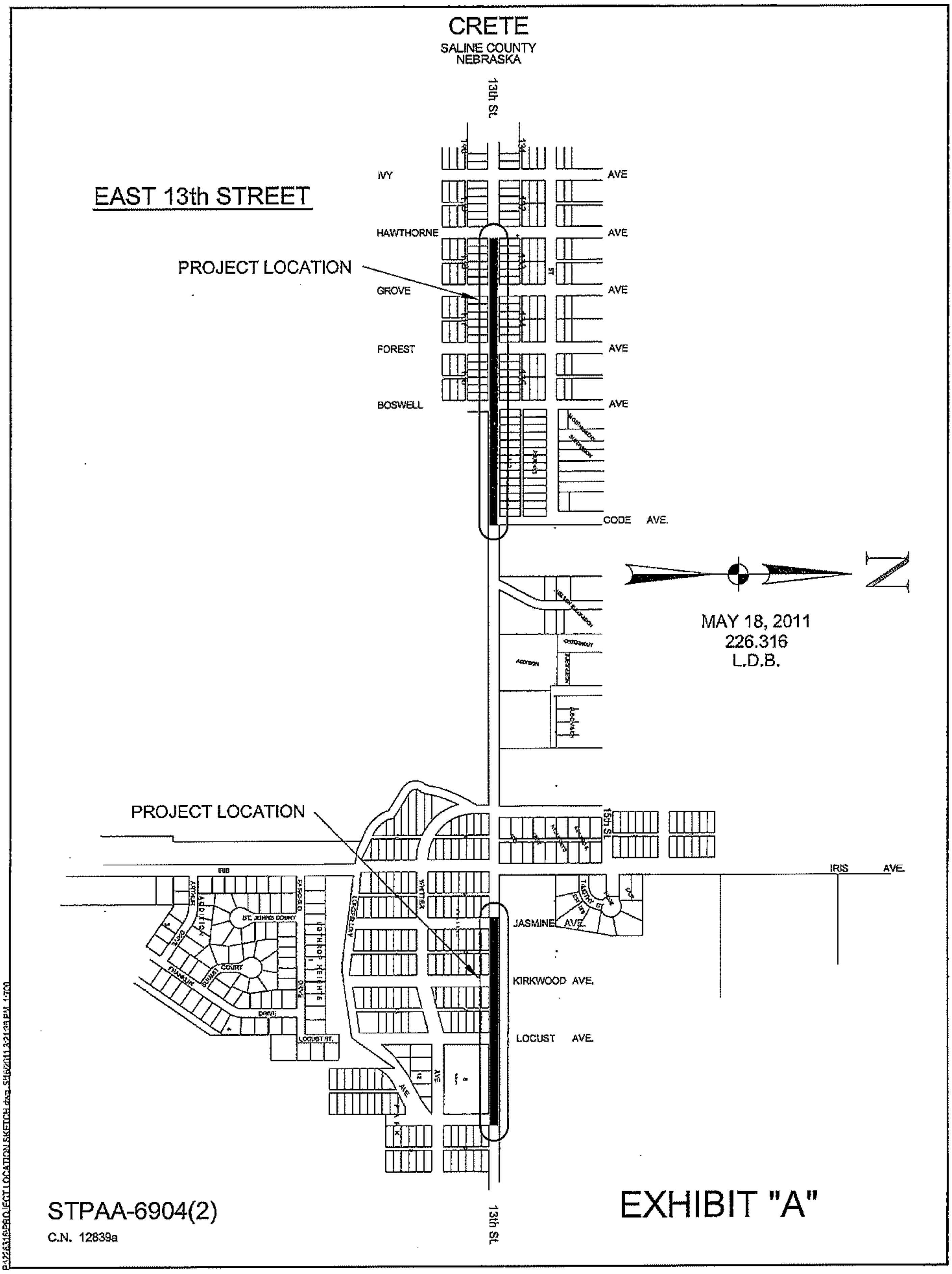
Subscribed and sworn to before me this _____ day of ________________, 2011.

____
Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

____

____
Date


CRETE
SALINE COUNTY
NEBRASKA
EAST 13th STREET
PROJECT LOCATION
PROJECT LOCATION
13th St.
IVY
HAWTHORNE
GROVE
FOREST
BOSWELL
AVE
CODE AVE.
15th St.
IRIS AVE.
JASMINE AVE.
KIRKWOOD AVE.
LOCUST AVE.
N
MAY 18, 2011
226.316
L.D.B.
STPAA-6904(2)
C.N. 12839a
EXHIBIT "A"
13th St.

PE Supplement No. 2: FINAL ROADWAY DESIGN

Project Name: Crete 13th Street Hawthorne to Code Aves and Jasmine Ave to East Corporate Limits
Project No.: STPAA-6904 (2)
Control Number: 12839A

Estimate by: Tom Ourada　Date: 6 14 2011
Type of Work: PE Supplement No 2
Urban: ______ ft./mi.　Rural: ______ ft./mi.
Total: ______ ft./mi.　Stations: ______ Sta.

Task	Task Description	PR	PM	PE	EI	CAD Tech	Drafter	Blank	Clerk 1	Clerk 2	RLS	Survey Chief	Survey Crew	Total
	PE Supplement No. 2 - Final Design Phase 2													
1	Review and Revise Field Data Collection/Utility Locates			4		4			2			18	16	44
2	Review and Revise Property Ownerships and Deeds		2			4					7			13
3	Review and Revise ROW Plan Design Created Prior to Stop Work Order			16		48					8			72
4	ROW Revisions due to Negotiations			4		8			4		4			20
5	ROW Revisions due to NDOR Review			4		24			4		8			40
6	Review and Revise Plan Sheets Created Prior to Stop Work Order			32	16	72								120
7	Lighting Design Coordination and Review - Subconsultant		2						2					4
8	Review and Revise Public Utility Plan Design Prior to Stop Work Order			20	16	48								84
9	Specail Plan Design - Retaining Walls, Steps, Inlets			6	4	24	10							44
10	SWPPP/Sediment and Erosion Control Design Sheets			8	4	16			24					52
11	Special Provisions			10					24	4				38
12	Summary of Quantities			12	8	22			12	4				58
13	Construction Phase Plans/Detour Sheets		4		4	20			2					30
14	Hydrologic/Hydraulic Analysis			6	12	12								30
15	Pavement Design			4	8	2								14
16	Earthwork Data Sheets			6		20								26
17	Plan in Hand Meeting		2			2			2					6
18	Design Meetings			12		4			6					22
19	Governing Body Committee Meetings			6					4					10
20	Status of Private Utility Meetings			2		2			2					6
21	Public Hearing Meeting	2	2			2			2					8
22	Quality Control/Quality Assurance	4	6				16			10				36
23	PS&E Submittal	2	4			24	14		4					48
24	PS&E Review Revisions	2	4		4	28	12		4					54
25	Private Utility Coordination			24		6								30
26	Verify Right of Way is free of encroachments			3		6			2					11
27	Final Submittal	1		6		6			4	2		6	4	29
														949
	Travel time (meetings 17 through 21)	3	6	30		15					0	6	6	66
														1015
	Totals	14	32	215	76	419	52	0	104	20	27	30	26	1015
	Time minus travel	11	26	185	76	404	52	0	104	20	27	24	20	

DIRECT LABOR COST SUMMARY

Category	Rate	Hours	Rate		Amount
PR - Principal: Keith L. Gilmore, P.E.	$50.30	14	$50.30	$	704.20
PM - Project Manager: Richard J. Bogus, P.E.	$42.80	32	$42.80	$	1,369.60
PE - Professional Engineer: Richard J. Bogus, P.E.	$42.80	215	$42.80	$	9,202.00
EI - Engineer Intern: Jorge Hernandez, E.I.	$21.63	76	$21.63	$	1,643.88
CAD Tech: Lynn Birkel, RLS	$23.35	419	$23.35	$	9,783.65
Drafter: Randy Kaspar	$23.00	52	$23.00	$	1,196.00
Blank		0	$0.00	$	-
C1 - Clerical: Lori McGuire	$14.10	104	$14.10	$	1,466.40
C2 - Clerical: April Westring	$11.50	20	$11.50	$	230.00
RLS - Registered Land Surveyor: John Berry, RLS	$24.00	27	$24.00	$	648.00
Survey Crew Chief: John Berry, RLS	$24.00	30	$24.00	$	720.00
Survey Crew: David Boswell	$20.70	26	$20.70	$	538.20
TOTAL DIRECT LABOR		1015		$	27,501.03
OVERHEAD		1.6	Overhead Rate 160%	$	44,003.09
TOTAL LABOR AND OVERHEAD				$	71,505.02

DIRECT PROJECT EXPENSES	Quantity	Unit	Rate	Cost
Mileage:	2232	mi.	$0.50 /mi.	$1,116.00
Mileage: Survey Vehicle	372	mi.	$0.53 /mi.	$196.30
Staking Materials	70	each	$0.10 /each	$7.00
Photocopies	320	copies	$0.10 /copy	$32.00
Equipment Rental		days	$50.00 /day	$0.00
Lodging & Meals	2	days	$116.00 /day	$232.00
Printing: 24 x 36 Sheets (Reproducible Paper)	160	copies	$3.00 /copy	$480.00
TOTAL DIRECT PROJECT EXPENSES				$2,062.30

SUBCONSULTANTS	Cost
Specialty Subconsultant: Electrical Engineer - Alvine Engineering	$3,510.00

TOTAL LABOR AND OVERHEAD	Fixed Fee for Profit		$71,505.02
FIXED FEE	12.0%	Range 10% - 15%	$8,580.60
DIRECT PROJECT EXPENSES			$2,062.30
SUBCONSULTANTS			$3,510.00
		TOTAL FEE	$85,657.92

93	Distance traveled to site, miles
1.5	Travel time to site in hours (60 mph)

1	PR Trips
2	PM Trips
10	PE Trips
5	CAD Tech Trips
	RLS
	Survey Crew Chief Trips
2	Survey Crew Member Trips
	RC Trips

186	PR
372	PM
1860	PE
930	EI
0	RLS
0	Survey Crew Chief
372	Survey Crew Member
0	RC

3	PR Time Hours
6	PM Time Hours
30	PE Time Hours
15	CAD Tech Time Hours
0	RLS Hours
0	Survey Crew Chief Time Hours
6	Survey Crew Member Time Hours
0	RC Time Hours

Project No. STPAA-6904(2)
Control No. 12839a
13th Street, Iris Ave, Phase II

Exhibit "B"

EXHIBIT "C "

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

Consultant agrees to:

(1) Make a detailed review of its existing insurance coverage,

(2) Compare that coverage to the expected scope of the work under this contract,

(3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

$ 1,000,000 Per Occurrence

$ 2,000,000 General Aggregate

$ 2,000,000 Completed Operations Aggregate (if applicable)

$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of $1.0 million per occurrence or claim and $1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: $ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: $100,000 Each Accident

$100,000 Disease – Per Person

$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: $ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: $100,000 Electronic Data Processing Data and Media

$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: $1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

  Nebraska Department of Roads
  Construction Division – Insurance Section
  1500 Highway 2, P. O. Box 94759
  Lincoln, NE 68509-4759
  Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

PRIMARY TEAM MEMBERS
EXHIBIT "D"

Gilmore & Associates, Inc.

EMPLOYEE CLASSIFICATION	EMPLOYEE NAME
Principal	Keith L. Gilmore, P.E.
Project Manager	Richard J. Bogus, P.E.
Professional Engineer	Richard J. Bogus, P.E.
Registered Land Surveyor	John Berry, RLS
Survey Crew Chief	John Berry, RLS

Economic Development Board
c/o Shaylene Smith, Chair
PO Box 272
Crete, NE 68333

CITY OF CRETE
Application for Funds

Please Answer Each Question (If Question Does Not Apply – Mark N/A). Please Type or Print Clearly.

Please Note: The Information Contained in this portion of the document is Public Information and will NOT be Considered Confidential.

A. APPLICANT INFORMATION:

Name of Entity Applying for Assistance: City of Crete

Business Address: 243 East 13th Street, Crete (City), NE (State), 68333 (Zip Code)

Contact Person: Tom Ourada Telephone Number: 402 826-4312

Fax Number: 402 826-4334 Email Address: tourada@crete-ne.gov

Federal Tax ID Number: 476006154

Type of Entity: ☐ Start-Up ☐ Buyout ☒ Existing

If Existing, Number of Years in Business in Crete: since incorporation

Business Classification: (Please Choose One)

☐ Retail ☐ Manufacturing ☐ Research & Development

☐ Headquarter ☐ Telecommunications ☐ Tourism

☐ Warehouse/Distribution ☒ Government ☐ Other

Business Type: (Please Choose One)

☐ Proprietorship ☐ Corporation ☐ Partnership

☐ LLC ☒ Governmental Entity ☐ Other

Does the Company have a Parent or Subsidiaries? ☐ Yes ☒ No

If Yes, Please List Name: ____________________

Address: ____________________ (City) (State) (Zip Code)

Ownership Identification: Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

Full Name	Title	Ownership Percentage

Which type of assistance is the entity applying for?

☒ Grant ☐ Loan Guarantee If so, Lender? ____________________ ☐ Other

Explain: ____________________

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

☐ New Development ☐ New Business Startup ☒ Building Renovation ☐ Public Works

☐ Professional/Employee Recruitment ☐ Promotion/Tourism ☐ Job Training

☐ Technology ☐ Working Capital ☐ Low - Moderate Income Housing ☐ Plan Management

Does the business qualify to receive any incentives from the State of Nebraska? ☐ Yes ☒ No ☐ DK

Has the business applied for any incentives from the State of Nebraska? ☒ Yes ☐ No

If yes, please explain: Previously applied unsuccessfully for Civic Center grant program.

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: 1

Number of Full-Time Equivalent Positions to Be Created: 1

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two-Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete? ☒ Yes ☐ No

If no, please explain: ____________________

Does the Company Employ Any Seasonal Employees? ☒ Yes ☐ No

If Yes, How Many: 1

(Seasonal employees must work for at lease three continuous months and the position must reoccur annually)

B. PROJECT INFORMATION:

Please Provide a Brief Project Description:

The City of Crete, in partnership with Blue Valley and Crete Schools, purchased the vacant National Guard Armory. The intent was to convert the building into a community civic center. The city has applied for funding through a 50% matching NDED Civic Center grant. The application was denied in part because a matching fund source wasn't identified. The total funding available is $250,000. It is our hope to leverage the balance with economic development funds via LB840. The plan is to follow a UNL improvement plan while additionally funding roof repair, new HVAC, and flooring to mitigate asbestos. Without assistance from LB840,it is unlikely the building could be made suitable for use for at least several years.

Use of Funds	Total Project Cost	EconDev Funds Requested
Land or Facility Acquisition	$	$
Facility Renovation	$ 450,000	$ 225,000
New Facility Construction	$	$
Machinery/Equipment Acquisition	$	$
Business/Employee Recruitment Activities	$	$
Technology Costs	$	$
Small Business Development	$	$
Working Capital (Includes Inventory)	$	$
Job Training	$	$
Other Bond Interest	$	$ 25,000
Total Project Cost:	$ 450,000	
	Total LB840 Funds Requested:	$ 250,000 *

* $50K for each of five years.

C. FUNDING SOURCES AND EQUITY INJECTION:

If Borrowing, Name of Lender: N/A

Loan Amount: ____________ Loan Term (Years): ____________

Amount Injected Into the Project by Business/Partners/Owners: ____________

Other Funding Source(s) and Amount(s): ____________

D. PROJECT LOCATION:

Within the Crete City Limits?	☒ Yes	☐ No
Within the Crete Two-Mile Jurisdiction?	☒ Yes	☐ No
Land Owned by the City of Crete?	☒ Yes	☐ No
Not Located in Crete but for area benefit?	☐ Yes	☒ No

If Not in City Jurisdiction, please explain local benefit: ______________________________

____

E. ATTACHMENTS: - Please Include the Attachments that Apply to Your Entity

Please Note: The Information provided pursuant to this Section Will be Deemed Confidential and will not be Available for Public Disclosure.

☐ Brief Description of the Business

☐ Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders

☐ For Existing Businesses – Three (3) Yearly Financial Statements

☐ For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)

☐ For Start-Up Businesses – Current Business Plan

☐ For Start-Up Businesses – Three Year Projections

☐ For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)

☐ Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship

☐ Letter from Lending Institution if applicable

☐ If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, ByLaws)

☐ Please Note that Other Financial Documents May Be Required

F. APPLICANT SIGNATURE:

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.

Tom Durada

Applicant's Signature

7-12-2011

Date

County/City Lottery Worker Application Attachment
Nebraska ID # 331899 City of Crete

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: ______________________________, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME Tom F Ourada

(first, middle, last)

SIGNATURE Tom Ourada

DATE 7-12-2011

Budget Category Report

CITY OF CRETE

41-10-4000 to 41-10-9999

		FY 2008	FY 2009	YTD 06/30/2011	YTD Budget	Total Budget	New Budget	Difference
REVENUE								
41-10-4041	GENERAL FUND TRANSFER	259,200.00	365,004.00	249,768.00	249,768.00	333,025.00	344,125.00	11,100.00
41-10-4160	GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-10-4870	CARDS, FINES, BOOK SALES	8,147.97	4,891.54	5,322.45	3,842.00	5,300.00	5,600.00	300.00
41-10-4940	COPIER SERVICES	2,182.31	1,424.35	1,538.70	1,024.00	1,400.00	1,600.00	200.00
41-10-4990	MISC. INCOME	209.95	605.45	0.00	0.00	0.00	0.00	0.00
REVENUE Total		269,740.23	371,925.34	256,629.15	254,634.00	339,725.00	351,325.00	11,600.00
EXPENSE								
41-10-5170	LIAB./PHYS./WORK COMP. INS.	1,448.58	3,825.75	4,653.11	3,000.00	3,000.00	4,200.00	1,200.00
41-10-5210	UTILITIES	8,215.51	7,637.13	5,348.04	6,345.00	8,000.00	8,000.00	0.00
41-10-5380	PROFESSIONAL SERVICES	557.00	49.63	0.00	0.00	0.00	0.00	0.00
41-10-5390	PRINTING, PUBLICATIONS, LEGAL	155.10	135.20	96.80	128.00	150.00	150.00	0.00
41-10-5400	DUES & MEMBERSHIPS	435.00	600.00	555.00	600.00	600.00	600.00	0.00
41-10-5470	MEETING & TRAINING	2,409.84	1,169.83	613.71	1,039.00	1,800.00	1,800.00	0.00
41-10-5530	OFFICE SUPPLES	4,797.44	6,836.24	4,208.58	2,884.00	4,000.00	5,000.00	1,000.00
41-10-5541	JANITORIAL SUPPLIES	1,106.94	1,107.47	575.46	641.00	1,000.00	1,000.00	0.00
41-10-5691	BOOKS, MAGAZINES	25,423.63	26,344.06	12,923.91	16,063.00	28,000.00	28,000.00	0.00
41-10-5692	DONATIONS	739.59	0.00	533.17	0.00	0.00	0.00	0.00
41-10-5740	OFFICE EQUIPMENT REPAIRS	0.00	0.00	12.95	0.00	0.00	0.00	0.00
41-10-5750	SERVICE/CONTRACT AGREEMENT	7,903.49	8,097.64	6,106.27	5,648.00	7,500.00	7,500.00	0.00
41-10-5970	MISC. OPERATING	47.00	30.94	-15.95	0.00	0.00	0.00	0.00
41-10-6030	POSTAGE & SHIPPING COSTS	2,517.23	2,899.72	1,867.81	1,254.00	2,000.00	2,300.00	300.00
41-10-6040	COPIER SERVICES	1,480.37	1,128.36	651.05	1,056.00	1,600.00	1,600.00	0.00
41-10-6050	COMPUTER EXPENSES	7,211.07	12,144.42	8,691.39	5,138.00	10,000.00	10,000.00	0.00
41-10-6210	PROGRAM EXPENSE	4,309.87	3,523.24	941.79	1,989.00	3,500.00	3,500.00	0.00
41-10-6215	RESERVE	0.00	5,004.00	0.00	0.00	0.00	0.00	0.00
41-10-9820	AUDIT EXPENSE	0.00	1,406.25	1,220.00	1,500.00	1,500.00	1,500.00	0.00
EXPENSE Total		68,757.66	81,939.88	48,983.09	47,285.00	72,650.00	75,150.00	2,500.00
LABOR								
41-10-5010	SALARIES - ADMINISTRATIVE	593.91	0.00	0.00	0.00	0.00	0.00	0.00
41-10-5100	SALARIES - CUSTODIAL	112.50	284.00	0.00	0.00	0.00	0.00	0.00
41-10-5110	SALARIES - OPERATIONAL	179,524.93	190,255.39	152,521.73	161,231.00	210,255.00	219,165.00	8,910.00
LABOR Total		180,231.34	190,539.39	152,521.73	161,231.00	210,255.00	219,165.00	8,910.00
BENEFITS								
41-10-5140	PENSION FUND	0.00	9,280.56	7,709.02	7,433.00	9,720.00	9,920.00	200.00
41-10-5150	SOCIAL SECURITY TAX	13,126.17	13,882.84	13,556.27	12,301.00	16,100.00	16,790.00	690.00
41-10-5160	HEALTH & LIFE INS.	0.00	23,562.47	17,714.31	19,394.00	25,300.00	25,300.00	0.00
BENEFITS Total		13,126.17	46,725.87	38,979.60	39,128.00	51,120.00	52,010.00	890.00

BUILDINGS & GROUNDS

41-10-5330	BUILDING & GROUNDS MAINT.		6,834.66	4,798.63	2,593.66	2,855.00	5,700.00	5,000.00	-700.00
BUILDINGS & GROUNDS Total			6,834.66	4,798.63	2,593.66	2,855.00	5,700.00	5,000.00	-700.00
	Total Expense	Debit	268,949.83	324,003.77	243,078.08	250,499.00	339,725.00	351,325.00	11,600.00
	Total Revenue	Credit	269,740.23	371,925.34	256,629.15	254,634.00	339,725.00	351,325.00	
			-790.40	-47,921.57	-13,551.07	-4,135.00	0.00	0.00	

Library Donations & Grant Funds						CITY OF CRETE				
40-10-3000 to 40-10-9999				FY 2008	FY 2009	FY 2010	YTD 06/30/2011	YTD Budget	Total Budget	New Budget
EQUITY		40-10-3000								58,212.11
	EQUITY TOTAL									58,212.11
REVENUE										
	40-10-4070	INTEREST INCOME		0.00	0.00	372.39	704.93	0.00	0.00	0.00
	40-10-4074	UNRECOGNIZED GAIN/LOSS		0.00	0.00	1,704.48	0.00	0.00	0.00	0.00
	40-10-4160	GRANT PROCEEDS		1,755.00	1,631.00	1,909.75	2,798.50	25,000.00	25,000.00	25,000.00
	40-10-4340	DONATIONS		15,789.36	27,116.02	229,608.94	76,974.60	22,468.00	30,000.00	30,000.00
	REVENUE Total			17,544.36	28,747.02	233,595.56	80,478.03	47,468.00	55,000.00	113,212.11
EXPENSE										
	40-10-5692	DONATIONS		17,927.44	24,939.71	28,698.52	20,546.97	51,755.00	64,000.00	88,212.11
	40-10-5700	STATE GRANT EXPENSE		885.82	305.00	298.95	1,718.95	25,000.00	25,000.00	25,000.00
	EXPENSE Total			18,813.26	25,244.71	28,997.47	22,265.92	76,755.00	89,000.00	113,212.11
		Total Expense	Debit	18,813.26	25,244.71	28,997.47	22,265.92	76,755.00	89,000.00	113,212.11
		Total Revenue	Credit	17,544.36	28,747.02	233,595.56	80,478.03	47,468.00	55,000.00	113,212.11
				1,268.90	-3,502.31	-204,598.09	-58,212.11	29,287.00	34,000.00	0.00

Crete Police Department

Patol Car Rotation and Mileage Projections

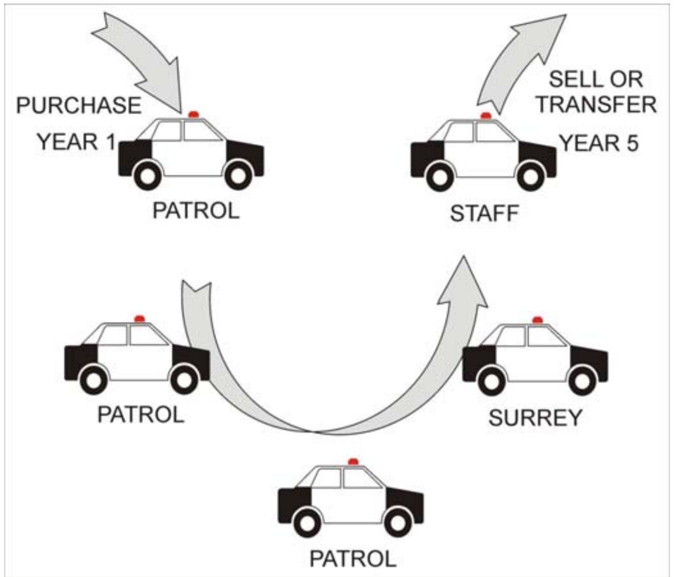
July 25, 2011

Patrol Car 5-Year Rotation Cycle

After many years of refinement, the City of Crete established a rotation cycle of the Police Department's marked fleet to achieve maximum use and benefit of the entire reasonable life-span of each vehicle. In this five-year cycle, a single vehicle passes through service as a patrol car and, as age; wear; and mileage reduce the vehicle's capabilities, it shifts to alternative uses.

In this cycle, as patrol cars rotate out of their initial role, they continue to serve the City in other ways. This rotation is designed to use older vehicles to meet general transportation needs and thereby reduce miles on newer vehicles. By the end of this cycle, the well-worn vehicle is either sold, transferred or scrapped after being used for training by either/both the Police Department and Fire and Rescue Department.

The City has chosen not to purchase replacement patrol cars for the past few years. Due to these decisions, the cycle has paused and the vehicles have remained frozen in their current use. The next replacement vehicle has arrived and is being outfitted.

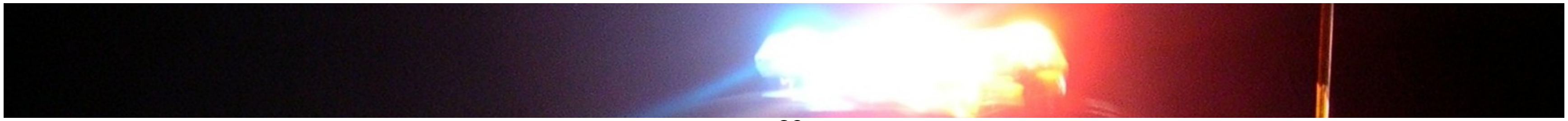


Previous 5-Year Rotation Cycle

While extremely useful, the rotational cycle is not exclusive to the City of Crete. Several law enforcement agencies across the nation analyze and forecast the optimum point to rotate or replace patrol cars, using mileage restrictions. The author of the attached article states that, in 2002, the mean mileage restriction among 15 agencies polled was **70,800** miles.[1] Today, Crete's newest of three active patrol cars (2008 Ford LTD) has more than 76,000 miles and the oldest patrol car is approaching 92,000.

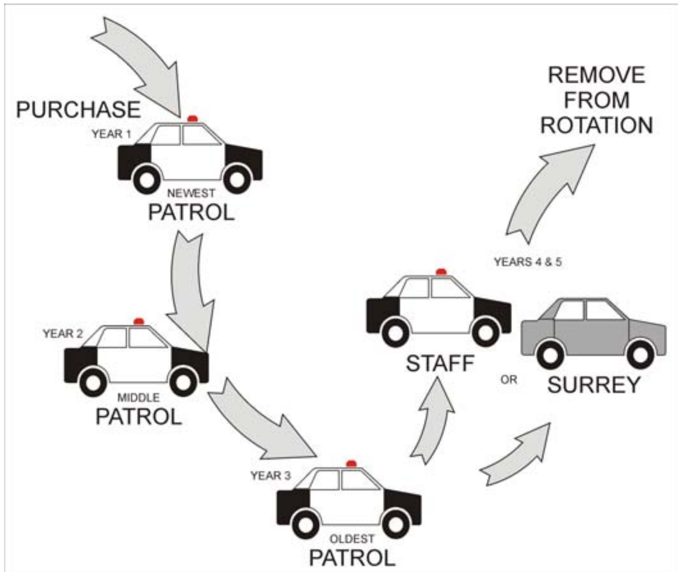
---

[1] Curtis Exley, "Fleet Management: Vehicle Rotation Criteria," *FBI Law Enforcement Bulletin*, August 2002, 1-10 (p.6).



The temporary pause in the cycle achieved initial cost savings for the City of no less than $48,000. Of course, yesterday's cost savings often compound into tomorrow's dilemmas (to include, but not limited to, financial costs). In addition to safety concerns, these problems may take the form of vehicle malfunctions, vehicle unavailability, civil judgments, etc.

In addition to adopting a well-conceived rotational cycle, the Police Department also devotes attention and care to vehicle maintenance. In addition to this regular maintenance, selected members of the staff routinely evaluate serviceability and arrange for both preventive and required service. This documented maintenance program enhances the longevity of each vehicle. "However, even regular maintenance does not guarantee that a vehicle will stay in good condition forever".[2] "…even with the best care and detailed inspections, potential problems can be undiscovered. While many failures are irritating at low speeds, at high speeds they can be disastrous, even deadly".[3] The Department is doing its part to assist the City in achieving maximum value at the least cost, but Department efforts do not negate the eventual need for equipment (including vehicle) replacement.



Proposed 5-Year Rotation Cycle

The next Surrey (Unit 4), will soon be repainted so that it does not appear, from the outside, to look like a patrol car. However, much of the interior, will remain the same.

[2] Curtis (p.8)
[3] Ibid (p.7) Tom Yates, "It Ain't the Years, It's the Miles," *Law and Order*, August 1992, 69-72 as cited by Exley

Crete Police Department

Patrol Car Rotation and Mileage Projections

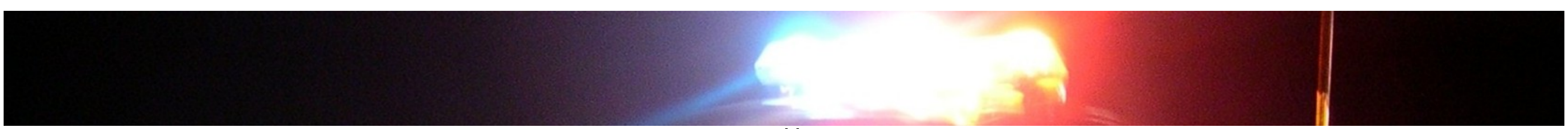
July 25, 2011

Projections

With the return to a systematic rotational cycle and using the actual mileage of each vehicle within its current role (back to 2008), it is a simple matter to forecast the mileage of the current fleet well into the future. Each patrol car (or "unit") is designated by a single digit to differentiate it from the others.

Actual Mileage

	Description	Current Use (Since 2008)	Odometer Reading	Current Odometer Reading	*d* Miles	Months Between Readings	Annual Miles Current Use
Unit 1	2005 Ford LTD	**Surrey**	63,570 as of May 2008	100,696 as of July 2011	31,812	38	**11,724**
Unit 2	2008 Ford LTD	**Newest Patrol Car**	1,141 as of May 2008	76,520 as of July 2011	75,379	38	**23,804**
Unit 3	2004 Ford LTD	**Staff (Patrol Car)**	98,325 as of May 2009	106,494 as of July 2011	8,169	26	**3,770**
Unit 4	2006 Ford LTD	**Oldest Patrol Car**	44,590 as of Jun 2008	91,594 as of July 2011	47,004	37	**15,245**
Unit 5	2007 Ford LTD	**Middle patrol Car**	24,585 as of May 2008	82,797 as of July 2011	58,212	38	**18,383**



Crete Police Department
Patrol Car Rotation and Mileage Projections
July 25, 2011

Use	Annual Milles Current Use
Surrey:	11,724
Staff:	3,770
Newest Patrol Car:	23,804
Middle Patrol Car:	18,383
Oldest Patrol Car:	15,245

Projected mileage of current fleet with the purchase of a new patrol car in FY2011-12 and each FY thereafter

	2010-11 Use	Current Mileage July 2011	Projected 2011-12 Use	Projected Mileage July 2012	Projected 2012-13 Use	Projected Mileage July 2013	Projected 2013-14 Use	Projected Mileage July 2014	Projected 2014-15 Use	Projected Mileage July 2015
Unit 1	Surrey	100,696	Staff	**104,466**	Removed	-	-	-	-	-
Unit 2	**Newest**	**76,520**	Middle	94,903	Oldest	110,148	Surrey	121,872	Surrey	**133,596**
Unit 3	Staff	**106,494**	Removed	-	-	-	-	-	-	-
Unit 4	Oldest	91,594	Surrey	103,318	Surrey	**115,042**	Removed	-	-	-
Unit 5	Middle	82,797	Oldest	98,042	Staff	101,812	Staff	**105,582**	Removed	-

Efficiency: By maintaining a consistent rotational cycle for the next several years, every vehicle will see use beyond that of a patrol car and be disposed of after many years of service-life and exceed 100,000 miles.

Fleet Management
Vehicle Rotation Criteria

By CURTIS W. EXLEY

If one common denominator exists that links law enforcement agencies across America, it is the ever-present patrol vehicle. From small-town police departments to large state agencies, the need for economical, high-performance, and comfortable patrol vehicles remains absolute.

While the demand for police vehicles is universal, each agency has its own specific needs. Those needs should focus on agency objectives, financial and operating capabilities, replacement specification, and overall efficiency. With each specific category in mind, the requirement for improved fleet management should become clear.

Transportation equipment costs rank second as the greatest expenditure that a law enforcement agency faces, just below personnel salaries and benefits. Considering cost and frequency of fleet vehicle replacement, law enforcement agencies must consider improved strategies for developing budget estimates and priorities. These estimates should include the bidding process, life-cycle estimates (i.e., vehicle operation and maintenance), purchase and lease options, vehicle rotation or replacement, and fleet liability.[1]

PROCUREMENT OF LAW ENFORCEMENT VEHICLES

Throughout the United States, law enforcement agencies of all sizes annually purchase a varied number of vehicles to replace outdated or worn-out equipment and, when possible, to increase the size of existing fleets. Procurement is a small word given to a large and extremely detailed process. Once an agency begins the procurement

> “Leasing...allows agencies to acquire new, updated vehicles with the latest engineering changes.”

Lieutenant Exley serves with the Idaho State Police in Coeur d’Alene.

process, it must examine a wide range of considerations, then prioritize and evaluate them. Agencies should weigh specifics on equipment, such as size, dynamics, acceleration, top speed, braking, ergonomics, communications, and fuel economy, according to their relative importance.[2]

However, one of the major areas of concern over procurement speaks directly to budget constraints and the number of vehicles necessarily targeted for replacement. “The posture of the company operationally and financially needs to be explored and the fleet’s strategies should compliment the company’s strategies short and long term.”[3]

A law enforcement agency continually evaluates its budget according to specific needs and potential for growth, coupled with its ability to match increasing costs of equipment and calls for service. External factors, such as politics, hiring standards, and downsizing, ultimately take precedent over equipment prior to the bidding process. Once an agency has established the budget and given a dollar amount to the area of equipment, the bid process can begin.

Bid Process

All agencies, large or small, have mandatory guidelines that they follow. However, new data and specified requirements on vehicle equipment pose additional responsibilities on the individuals or groups responsible for outlining criteria involved with the bidding process. Typically, agencies base selection of option packages on input from other departments and line personnel, word-of-mouth, or what they learn at law enforcement conferences.

After this, agencies review performance tests. Two agencies, the Michigan State Police and the California Highway Patrol, represent trend setters in performance testing.[4] Each year, the two agencies perform a series of predetermined tests that rate police vehicles on their capabilities and performance qualities. These tests ultimately give light to a specific vehicle that has placed highest in all categories and will predominantly depict what most agencies will strive to attain with their bidding process. “Every year since 1978, the Michigan State Police has conducted performance tests on a wide variety of police and special service vehicles. The results of these tests are plugged into a unique competitive bidding formula. One percent of the lowest bid is used as a bid adjustment figure. Better vehicle performance, in six weighted categories from top speed to fuel economy, is rewarded with a dollar and cents advantage.”[5]

Once the agency has reviewed all of the data provided by budget analysts and performance standard testing, it can begin the bidding process. “The purchasing process of police cars typically begins with a law enforcement agency drawing up a wish list for what it wants in a vehicle. This list, called a specification, is then submitted to area auto dealers (in some cases, corporate representatives) for bids. The dealers calculate how much the vehicle will cost them, equipped as requested, from the manufacturer and then tack on their overhead costs along with a profit.”[6]

For years, the perception has existed that most agencies opted for the lowest bid on their fleet vehicles. Often, the manufacturer or dealer with the sharpest pencil merits the award of the bid. This, in itself, can translate into the ideology of the lowest bid. In actuality, however, it usually is the auto dealer’s sales team that steps outside the traditional paradigms of pricing. When that occurs, agencies can get the vehicles they want.

In line with the bid process, a procedure called “piggybacking” gives smaller agencies the ability to acquire vehicles under the umbrella of a larger agency's bid. In this approach, smaller agencies will attach themselves and their number of required fleet vehicles to a larger agency's bid. This proves advantageous to all who participate as each entity can profit from the cost reduction acquired by ordering a larger number of vehicles. However, the one drawback is that smaller agencies have to accept the standards that the larger agency has endorsed.

As the bidding process nears completion, including requests for specialty, high-performance vehicles, each agency waits its turn for the manufacturers to work through the hundreds of orders. This way, each agency can project a target date as it waits for the acquisition of next year's fleet. The fleet manager must project target dates with acute accuracy so that appropriate priorities can materialize and aging equipment still will fall within the serviceable requirements of the agency. Failure to accurately project equipment life-cycle estimates can have a tremendous effect on maintenance budgets, causing major complications for any agency, large or small.

Life-Cycle Estimates

Considering the cost and frequency of vehicle rotation or replacement, law enforcement agencies must find better strategies for developing life-cycle estimates, including vehicle replacement, operation, and maintenance. The development of strategies can improve vehicle operating efficiency, reduce unnecessary equipment costs, and improve overall agency efficiency.

Because the needs, objectives, and financial and operating capabilities of agencies differ, each agency must analyze the advantages and disadvantages of its methods of maintaining equipment to determine which method will best contribute to the overall objectives of the agency in a cost-effective manner.[7] "Most of all, economic life is of critical importance to equipment managers. It relates to the total stream of costs associated with the specific unit over a period of time. Therefore, it has impact upon both capital and operating budgets. The economic life of a unit refers to the length of time the average total vehicle cost is at a minimum. Total unit expense encompass all costs associated with the ownership of the vehicle."[8]

> ***"The initial purchase price of a vehicle does not always accurately or completely indicate the cost of the vehicle."***

The initial purchase price of a vehicle does not always accurately or completely indicate the cost of the vehicle. While the price of a new vehicle represents the expenditure to acquire the automobile, several component factors determine the cost. The identification and analysis of these components of cost form the basis of life-cycle costing.

Agencies should apply life-cycle costing (a method for projecting and evaluating the costs of one particular vehicle with another similar, yet alternative, vehicle) to determine when they should rotate or replace a vehicle. The optimum time to replace a vehicle is when its total costs, averaged over the vehicle's lifetime, are at a minimum. This concept, referred to as the economic life expectancy of the vehicle,[9] includes such costs as depreciation, operating expenses, maintenance, and downtime. Agencies can reasonably expect that some cost components will rise during the economic life of a vehicle, whereas others can decline.[10]

While optimum replacement of a vehicle represents an annual economic dilemma, the key factors in evaluating an efficient replacement program have specific data collection requirements that constitute major concerns in any life-cycle costing. These include initial acquisition costs, purchase price of the vehicle, cost of specifications preparation, preparation for use, operating expenses, insurance, preventive maintenance and repair costs, downtime, and costs related to the disposal of the vehicle.

With this data, a trade-off in costs occurs between young and old fleets. However, the younger the fleet, the lower the fuel, maintenance, and repair costs, but the higher the capital outlay. Because a younger fleet is less prone to breakdowns, these increased capital costs are reduced somewhat by a decreased need for backup or spare vehicles.[11]

An agency must set priorities to determine which vehicles it needs to replace with its available funding. If an automobile is due to be replaced, an agency should project the total costs of that unit for the following year and compare that cost to the proposed replacement price. An agency should use the price difference, in itself, as the basis for not holding the current vehicle beyond its economic point of replacement. "In order to maintain the lowest cost and maximum vehicle availability for top utilization, replace older vehicles when the cost to operate and maintain them is higher than a new vehicle or when technical obsolescence occurs. This is the basic concept of life-cycle costing and good business common sense."[12]

Once an agency has determined its basis for life-cycle costing, it has the responsibility to place its funding within the most appropriate areas when replacing its fleet. This has brought to light the consideration of a new and recently developed option. Dollar for dollar, which is best—leasing or buying?[13]

Purchase and Lease Options

When should an agency purchase a vehicle? When it has money. Should an agency lease or own? That depends on the amount of money available and the number of vehicles needed. If agencies have cash, they own. If a poor cash flow exists, they have the option to choose the action of using someone else's money by leasing.

Leasing, a recent development, allows agencies to acquire new, updated vehicles with the latest engineering changes. It also allows them to take advantage of increased efficiencies and productivity demands on operations. Agencies also can lower annual operating and maintenance costs due to the new technology. Vehicle maintenance costs of older vehicles change, based on use, proper or improper application, fleet mix, density, and operational or ergonomic modifications.[14]

> ***"While the demand for police vehicles is universal, each agency has its own specific needs."***

Over the past few years, many organizations and fleet managers have pondered the issue of fleet leasing. In today's market, leasing represents a viable option that has sustained merit and is increasing in popularity, especially for smaller agencies. With leasing, agencies look to step outside the traditional paradigms of buying vehicles. All agencies need to focus on what makes the most common business sense when they tie the bidding process, life-cycle costing, and specific-use requirements of patrol vehicles together.

In private industry today, fleet-vehicle leasing is a common practice, with cost as the reason most often cited. As always, a multitude of financial options exists when considering cost and programs available, money management, and budget constraints.[15] "A national account agreement offers fleet managers a variety of branded products and services from multiple vendors nationwide at uniform, predetermined, and usually discounted prices."[16]

Many lease options or packages exist and vary from company to company. However, a consensus of fleet managers nationwide revealed four basic sources for national lease programs.

1) Direct from the manufacturer/vender: The end-user (fleet) can negotiate a national account agreement directly with the manufacturer or service provider. However, agencies must obtain individual agreements for each category of service or product, as well as for each brand name. This method results in multiple billings and is subject to fleet-size requirements. This would constitute a viable option through specific vendors for smaller fleets operated locally.

2) Through an independent service company: These companies negotiate agreements with multiple vendors for a variety of services, products, and brand names of vehicles within each category. They often will perform as a vendor by generating their own programs, including statistical reporting. Some positive features include the agency obtaining complete coverage,

benefitting from single-source central billing, and maximizing all available discounts in light of the service company's huge volume.

3) Through a leasing company: Working with a leasing company proves essentially the same as dealing with an independent service company. However, the use of only national account program coverage, if and when it is available, may be subject to maximum fleet-size requirements. For those fleet managers that use a purchase/ disposal program, this method carries the added advantage of combining both programs together for a total package.

4) In-house programs: Larger fleets, operating thousands of vehicles, can develop their own national account program. They can negotiate agreements with manufacturers/vendors for desired services and brand name vehicles when desired. With this approach, multiple billings still would occur, but would enable a company-owned fleet to maximize its available discounts. The advantages in taking this approach would depend on the anticipated lower cost of services and products as opposed to the cost of setting up and maintaining the program.[17]

Regardless of the type of lease program, agencies need to pay particular attention to the detailed requirements listed within any lease agreement. Law enforcement is noted for its 24-hour service and the maximized operations of fleets during strenuous use periods and in all variables pertaining to weather conditions. They also commonly alter the vehicles to accommodate the installation of radios, light bars, video cameras, screens, shotgun racks, and other necessary equipment. When looking at lease options, open-ended leases stand as the most practical for law enforcement. "Fleet administrators should be looking at open-ended leases where it doesn't matter whether holes are drilled into the vehicles or how many miles they've been driven or how old the cars are."[18]

An open-ended lease gives equity participation, the same as owning the vehicle. At the end of the use cycle, the vehicle will sell for whatever the sale value is at that time. Then, the lessee and the lessor mutually agree on the differential between the sale price and the remaining book balance. If the sale price is higher than the book balance, the agency obtains credit. If the sale of the vehicle is less than the book balance, the agency owes the lessor additional depreciation money. "The state of Michigan put financial models through several different versions and scenarios and each time the models showed that leasing saved the state money. One reason was that the state deferred capital cash expenditures, paying instead only the lease costs incurred in each individual year. We flattened the state's budget in that lease payments are consistent year after year and there are no varying years where we need to go ask for increased appropriations. We are constantly replacing vehicles based on replacement criteria."[19]

For some smaller agencies or municipalities, another option—tax-exempt, lease-purchase financing—exists. This type of lease provides the best of both ownership and leasing: no major capital outlay for acquisition of vehicles and payment spread out over 2 to 5 years. With this option, the agency acquires ownership at the conclusion of the lease term. In that regard, it resembles a conditional sale or an installment purchase transaction. "...Municipal leases are specially designed contracts that do not create general obligation debt. The lease payment is generally an operating expense in the municipality budget even though the agreement may cover many years."[20]

The tax-exempt, lease-purchase agreement allows a governmental entity to acquire essential vehicles immediately. An agency finances the costs at tax-exempt rates and pays no federal income tax on the interest. This type of program is very advantageous if coupled with the open-ended lease.

It affords the agency the ability to acquire the vehicles it needs without major cash outlays, long-term debt obligations, or, in most cases, voter approval.[21]

However, when a lot of fleet managers take their own fleet and compare it against a lease, they typically leave out money costs because these do not appear on their budget line. Most fleet managers factor in depreciation, but they fail to consider other costs.[22] Therefore, while leasing represents a very versatile option, the majority of administrators responsible for police fleets still believe that buying is the only sensible path to take. They believe that considering all factors involving mileage restrictions, life-cycle costing, used-vehicle disposal, and money costs, purchasing the fleet remains the best alternative. "Any time money is involved, whether you use it in an owned environment or a leased environment, there is a cost of using money. When administrators don't identify that money cost, they come up with the conclusion: When comparing to lease costs which do include interest, ownership is less costly."[23]

In the end, only individual fleet managers can determine which is more advantageous for them. They have to weigh all of the advantages and disadvantages of leasing versus buying. As money gets tighter, all governmental entities must seek more creative ways to spread costs. Once an agency determines the direction fleet acquisition will take, it must establish parameters for vehicle replacement.

Vehicle Rotation or Replacement

Establishing fleet vehicle replacement criteria proves a delicate and time-consuming task. Fleet managers continually seek new and innovative ways to aid them in their timely decisions.[24] Typically, they base their evaluation of existing

Replacement Criteria Polling

The author polled several law enforcement agencies to obtain the established guidelines that they follow regarding mileage restrictions and vehicle rotation. The figures received gave merit to the informal survey conducted by the Michigan State Police as the numbers prescribed with rotation fell well within the survey's established parameters. The mean average for fleet vehicle rotation of these 15 agencies was 70,800 miles.

Agency Polled	Mileage Restriction
Ada County, Idaho, Sheriff's Office	80,000 miles
Boise, Idaho, Police Department	80,000 miles
California Highway Patrol	75,000 miles
Idaho State Police	85,000 miles
Kansas Highway Patrol	45,000-50,000 miles
Kent, Washington, Police Department	45,000 miles
Las Vegas, Nevada, Metro Police Department	45,000 miles
Michigan State Police	60,000-70,000 miles
Missouri Highway Patrol	45,000-50,000 miles
Montana Highway Patrol	87,000 miles
Nevada Highway Patrol	80,000 miles
Oregon State Police	90,000 miles
South Dakota Highway Patrol	80,000 miles
Washington State Patrol	75,000 miles
Wyoming Highway Patrol	100,000 miles

fleet equipment and ideal replacement decisions on criteria in several major areas. Because replacement criteria is not always detectable from the outward appearance or operation of the vehicle, agencies must establish such guidelines at the time of purchase.

Today, it is commonplace for all governmental entities to follow the requests of the public and stretch existing tax dollars. City councils, police commissions, and state legislatures continue to ask law enforcement agencies of all sizes to reduce their budgets. This results in agencies buying less, stretching supplies, and making things last longer, including patrol vehicles.

If an agency must make its vehicles last longer, it has to ask what its needs are and how it can work smarter to calculate how long a vehicle will last. That is a difficult, if not impossible, question to answer. "When asked how long a car will last, automobile manufacturers respond, 'That is like asking, how high is up?' They're not dodging the question; the fact is no one has done research on the subject. Even two of Michigan's major universities, Wayne State and the University of Michigan, have no idea of how long an automobile will last, despite the fact that they have large engineering schools that supply engineers to all the major automobile companies."[25]

An informal survey by the Michigan State Police shows that most police agencies take their patrol cars out of service between 60,000 and 100,000 miles. At the extreme ends of the mileage spectrum, some departments run cars only 45,000 miles and others up to 150,000 miles. Some agencies, bound by state law, must take their vehicles out of service at a specific mileage. Others use their vehicles for primary service until 50,000 miles and then place them into backup service, low-mileage service, or take them out of service completely and sell them at auction.[26]

> ***"Once the agency has reviewed all of the data provided by budget analysts and performance standard testing, it can begin the bidding process."***

Overall, with the cumulation of independent studies, benchmarking standards, technical data, and cost analysis surveys, fleet managers are aided in their decision-making process when they set their rotation or replacement standards. However, elected officials, who see budget constraints and want to make the dollars stretch even farther, continually challenge these standards. Therefore, fleet managers must look at one of the most important issues when deciding how long their agencies can afford to keep their vehicles safe, especially when trying to cut corners to appease citizens concerned with government spending. "When I'm chasing someone at 100+ mph in a car with over 100,000 miles on it, how safe am I? Even with the best of care and detailed safety inspections, potential problems can be undiscovered. While many parts failures are irritating at low speeds, at high speeds they can be disastrous, even deadly."[27]

Agencies should base replacement criteria for a fleet vehicle on elements surrounding the age of the vehicle, operating costs, mileage, vehicle fatigue, and current usefulness. These individual areas have their own importance and may seem insignificant; however, when considering the criteria in combinations, they provide a whole new perspective.[28]

With high-mileage vehicles, the most common reaction concerns the engine, transmission, and differential. While those objects represent the heart of the automobile and the highest cost items, they are the ones least likely affected overall by high mileage. In fact, the drivetrain of a police car with 100,000 miles on it may well be in better condition than the proverbial "little old lady's 25,000-mile sedan only driven to church and the supermarket."

More than 75 percent of engine wear occurs on startup and shutdown. During those times, bearings are not lubricated and literally run dry for a short period of time. Short trips, where the engine and other components never get a chance to fully warm up, also are hard on a vehicle because moisture does not evaporate and can mix with the normal products of fuel combustion to form acids that attack bearings and other engine parts. As long as the prescribed maintenance intervals are followed, drivetrain components usually incur the more minor problems a high-mileage vehicle will suffer.

The ancillary parts of the vehicle are the ones that will break down. Suspension components wear out or weaken and break. Parts, such as bushings, deteriorate. Brake and fuel lines and wiring harnesses wear through at body attachment points or where they pass through frame members. Interior components, such as seats, controls, and interior upholstery, show signs of wear thousands of miles before a mechanical component. "Look at a 2-year-old patrol car; it will still look good on the outside while the interior shows wear on the seats, arm rests, pedals, and other areas. The passenger seat may look new, but the driver's seat, well sprung, showing the effects of thousands of hours of patrol."[29]

Engineers agree that two factors determine the life expectancy of a vehicle: environment and maintenance. Maintenance is seldom a problem for police agencies; common sense dictates that they take care of their equipment. As long as agencies follow the manufacturer's recommended maintenance schedules during the life-cycling process, their cars should hold up reasonably well.[30]

However, even regular maintenance does not guarantee that a vehicle will stay in good condition forever. Automobiles are made of plastic, steel, rubber, and aluminum, which will weaken over time. There has to be a point when those materials are not strong enough to take the wear and tear police give them.

Because no definitive information exists on how long various parts last in a vehicle, the question of when safety-related parts become dangerous constitutes an arguable point. Safe-operating procedures should dictate that parts be replaced at an arbitrary point before they show excess wear and certainly before any potential weakness and failure can occur. Arbitrary or scheduled replacement of parts leads to another problem—expense. Higher maintenance downtime increases costs. Mechanics and replacement components create expenses; moreover, cars off the road do not produce results, they produce bills.[31]

> ***"...all agencies should take a long, hard look at their rotation policies."***

The other factor that determines the life expectancy of a vehicle is the conditions it operates under. Not just the use aspect, such as law enforcement or civilian, but the actual environment. The ideal environment for anything composed primarily of steel is a warm, dry climate such as the American Southwest. Because the area is warm and dry, steel is less likely to rust. In areas where there is more moisture or corrosive elements, such as salt, metal life expectancy is much shorter. States where salt or chemicals are used on the highways in winter or the coastal states where salt is always in the atmosphere provide the ideal recipe for short vehicle life.

Overall, a newer car may cost more money, but it can save the agency money in reduced fuel and maintenance costs. Also, an agency's image can suffer if all it uses are older cars. How safe will citizens feel when they see a 10-year-old patrol car on the streets? They may applaud the agency's fiscal responsibility, but they also may ask why the cars are not safer and more up-to-date.

Fleet Liability

A final point rests with litigation. What are the legal consequences of keeping a car too long? All in all, the concept of saving money by repairing cars or keeping them too long can be expensive. If an older car causes a crash,[32] is the officer, agency, or fleet manager open to litigation that could cost several times the replacement of the entire fleet? Agencies should not take lawsuits or litigation lightly. There are cases on file providing data where agencies have lost lawsuits because of poorly maintained equipment, which was the main cause in automobile crashes. A jury may hesitate to find fault with a case involving a new patrol vehicle, but has less of a problem finding guilt with an agency operating poorly maintained or out-of-date equipment.

In the private sector, the National Association of Fleet Administrators (NAFA) presents factual information that identifies the personal liability that fleet managers and their employers face when insufficient or improper maintenance causes traffic-related fatalities. They contend that this liability has surfaced specifically in the area of poorly maintained trucks or commercial carriers. NAFA has identified the area of commercial carrier/big-rig liability because of the tremendous amount of money attached to the suits. Facts state that when a tractor trailer is wrecked, the money figures run well over $150,000. Trucking companies that have large fleets of trucks are thought to have easy access to cash pools through insurance carriers. Therefore, they are projected as easy targets for litigation. Once the suit is filed, those individuals who manage the fleet are identified in the suit. Although NAFA has addressed this issue specifically concerning commercial/big-rig fleets, they want fleet managers who oversee fleets of all sizes to become aware of this increasing risk, as government also is sometimes viewed as having "deep pockets." "The cost associated with good maintenance pales in comparison to the price that you and your employer will pay if a poorly maintained truck in your fleet kills an innocent person. In New Jersey, for example, fleet managers and company owners have been convicted of manslaughter and jailed when their poorly maintained trucks caused traffic fatalities. Even when criminal prosecution is not called for, an investigation may expose a company to civil liability which can cripple or even destroy it. Strict adherence to some very basic principles will drastically reduce your liability as a fleet administrator and prevent you and your company from falling prey to risk."[33] While legal standards often are different for commercial and public enterprises and liability for state and municipal agencies often is limited by law, the issue of liability still is a major concern for law enforcement agencies.

With these types of issues becoming more prevalent with time, it becomes absolutely necessary to assess the risks and reevaluate the old ways of doing business. By making safety one of the top priorities and continually evaluating the life-cycling process, law enforcement agencies can replace older equipment with newer equipment, which will save lives and protect them from issues surrounding liability.

RECOMMENDATIONS

Research on fleet management points to a fleet remaining as new as possible. Most information states that the optimum mileage for rotation stands anywhere between 50,000 and 70,000 miles. Mechanical repairs go up quite substantially after a vehicle reaches an average of 70,000 to 75,000 miles.

Increase in the speed limits on state and federal highways is taking place nationwide. With the increase in the speed limits, additional stress occurs on each police vehicle that patrols the highways. This is because of the higher and longer sustained speeds that officers must use to overtake violators. Once the police vehicle has reached the higher speeds, it will incur additional wear and tear on an already taxed brake system as the driver must apply the brakes longer to slow down the vehicle.

With these areas of concern in mind, all agencies should take a long, hard look at their rotation policies. Law enforcement agencies should give specific consideration to not exceeding a 70,000- to 75,000-mile vehicle rotation policy. Agencies should place the safety of the men and women operating the vehicles above any other considerations.

CONCLUSION

The patrol vehicle represents a major expenditure for law enforcement agencies. Those elected officials who want to tighten government spending have begun to challenge the current methodology used for determining vehicle replacement. More and more law enforcement agencies are being forced into keeping fleet vehicles longer. Therefore, the equipment sustains more mileage and wear and tear before being rotated out of fleets.

When looking at an appropriate time to rotate a vehicle out of service, agencies need to consider several items. First, they must take a candid look at the bidding process. If agencies address the proper specifications, they should have little problem in picking the best vehicle from the published performance testing. Second, when they decide which fleet vehicles are appropriate for their needs, they must look at their financial options. Some agencies have the capabilities to purchase their fleets and others have opted to lease. Third, once agencies receive their fleet of new vehicles, they must evaluate and project the economic life expectancy of the equipment. This happens during the vehicle life-cycling process and includes maintenance, operating expense, downtime, and depreciation. Fuel savings represent a big factor as a younger vehicle gets better fuel economy. Fourth, agencies must look at the established requirements surrounding mileage restrictions and extended warranties. Some agencies have rigid guidelines that require mandatory rotation at given intervals. Finally, agencies must give proper consideration to litigation surrounding the vehicles that comprise their fleets. If vehicles are causing crashes, it is imperative that agencies make adjustments in their replacement policies.

All and all, fleet rotation is not a simple process. Administrators must consider many factors and reevaluate them annually. The safety of their officers and the public they serve, the image their agencies project, and the efficiency and effectiveness of their operations depend on their decisions regarding how they manage their vehicle fleets. ✦

> ***...even regular maintenance does not guarantee that a vehicle will stay in good condition forever.***

Endnotes

1 The author based this article on research that he conducted for his agency in 1996. The purpose of the project was to provide factual data and alternative measures that agencies should consider when establishing fleet vehicle rotation criteria. For more recent references on this topic, see Tom Yates, "Time and Money Saved: Illinois State Police Bring Fleet Management Close to State-of-the-Art," *Law and Order*, March 1997, 84-86; "Extended Replacement Cycles Can Bring Positive Results," *NAFA Fleet Executive*, November 1997; "Resolving the Lease vs. Ownership vs. Reimbursement Question," *NAFA Fleet Executive*, October 1998; "Depreciation: For Many, *the* Key to Controlling Fleet Costs," *NAFA Fleet Executive*, January 1999; "Demystifying the Science of Ergonomics and How It Applies to Fleet" and "Fleet Managers Share Productivity Tips," *NAFA Fleet Executive*, February 1999; "Refurbishment: A Less Costly Alternative to Vehicle Replacement," *NAFA Fleet Executive*, March 1999; "Taking the Sting Out of the Lease vs. Buy vs. Reimburse Question," *NAFA Fleet Executive*, June 1999; and the National Association of Fleet Administrators (NAFA) Web site *http://www.nafa.org*.

2 Mark Levine and Dierdre Martin, "The Procurement of Police Cars," *Law Enforcement Technology*, September 1989, 22-23 and 39-43.

3 John E. Dolce, *Analytical Fleet Maintenance Management* (PA: Society of Automobile Engineers, Inc., 1994).

4 Supra note 2.

5 Ed Sanow, "1996 Michigan State Police Vehicle Tests," *Law Enforcement Technology*, November 1995, 23-28.

6 Supra note 2.

7 Bob Duran, "The Price Is Right," *Police Technology and Management*, September 1990, 28-31.

8 Supra note 3.

9 "Saving Dollars with Preventive Maintenance," *Business Vehicle Management*, First Quarter 1996, 22-24.

10 Supra note 7.

11 David Griffith and Associates, LTD, "Benchmarking for Quality in Public Service Fleets," *National Association of Fleet Administrators* (1993): 14-26.

12 Supra note 3.

13 "How National Account Programs Can Control Fleet Expenses," *Automotive Fleet*, February 1996, 18-22.

14 Supra note 3.

15 "Police Fleets Question the Benefits of Buying vs. Leasing," *NAFA Fleet Executive*, October 1995, 10-16.

16 Supra note 13.

17 Supra note 13.

18 Supra note 15.

19 Supra note 15.

20 Supra note 15.

21 Supra note 3.

22 Supra note 15.

23 Supra note 15.

24 Supra note 3.

25 Tom Yates, "It Ain't the Years, It's the Miles," *Law and Order*, August 1992, 69-72.

26 Supra note 5.

27 Supra note 25.

28 Supra note 7.

29 Supra note 25.

30 Supra note 3.

31 Supra note 25.

32 Crash is the current term used in the industry because it more clearly defines an incident that may be caused by certain elements or actions as opposed to a strictly "accidental" occurrence.

33 Supra note 15.

Budget Category Report

10-30-4000 to 10-30-9999		FY 2008	FY 2009	FY 2010	YTD 6/30/2011	YTD Budget	Total Budget	New Budget	*d* =
REVENUE									
10-30-4060	TRANSFERS IN	5,040.00	0.00	0.00	3,780.00	3,780.00	5,040.00	0.00	-5,040.00
10-30-4220	ALARM & ANSWERING S	0.00	0.00	1,500.00	0.00	2,430.00	3,240.00	2,400.00	-840.00
REVENUE Total		5,040.00	0.00	1,500.00	3,780.00	6,210.00	8,280.00	2,400.00	**-5,880.00**
EXPENSE									
10-30-5170	LIAB./PHYS./WORK COM	616.55	1,966.13	1,002.81	1,145.04	1,000.00	1,000.00	1,000.00	0.00
10-30-5470	MEETING & TRAINING	1,668.39	947.11	225.00	903.42	597.00	800.00	1,000.00	200.00
10-30-5630	UNIFORMS & ACCESSO	1,364.08	398.75	816.08	0.00	663.00	800.00	900.00	100.00
EXPENSE Total		3,649.02	3,311.99	2,043.89	2,048.46	2,260.00	2,600.00	2,900.00	**300.00**
LABOR									
10-30-5110	SALARIES - OPERATION	190,034.50	187,420.84	191,172.81	155,379.30	151,750.00	196,500.00	206,780.20	
LABOR Total		190,034.50	187,420.84	191,172.81	155,379.30	151,750.00	196,500.00	206,780.20	**10,280.20**
BENEFITS									
10-30-5140	PENSION FUND	0.00	8,078.67	10,748.00	8,743.35	8,548.00	11,700.00	12,406.81	706.81
10-30-5150	SOCIAL SECURITY TAX	0.00	13,292.30	14,132.16	13,590.45	11,372.00	14,900.00	15,818.69	918.69
10-30-5160	HEALTH & LIFE INS.	0.00	45,414.98	44,981.36	34,136.69	34,054.00	44,900.00	44,900.00	0.00
BENEFITS Total		0.00	66,785.95	69,861.52	56,470.49	53,974.00	71,500.00	73,125.50	**1,625.50**
	Total Expen Debit	193,683.52	257,518.78	263,078.22	213,898.25	207,984.00	270,600.00	282,805.70	
	Total Reven Credit	5,040.00	0.00	1,500.00	3,780.00	6,210.00	8,280.00	2,400.00	
		188,643.52	257,518.78	261,578.22	210,118.25	201,774.00	262,320.00	280,405.70	**18,085.70**

Request no transfer from 9-1-1 funds 17-10
Estimates received from City Clerk
Pension = 6% of Salaries
Social Security = 7.65% of Salaries

Police

Budget Category Report

10-40-4000 to 10-40-9999		FY 2008	FY 2009	FY 2010	YTD 6/30/2011	YTD Budget	Total Budget	New Budget	*d* =
REVENUE									
10-40-4160	GRANT PROCEEDS	7,319.38	18,233.33	11,341.70	10,685.28	7,038.00	8,500.00	8,500.00	0.00
10-40-4230	PARKING FINES	4,850.00	2,760.00	4,742.00	4,905.00	3,655.00	4,100.00	4,200.00	100.00
10-40-4240	VEHICLE IMPOUND	2,364.38	1,470.00	1,015.00	380.00	1,004.00	1,250.00	600.00	-650.00
10-40-4245	ABANDONED VEHICLE DIS	575.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-4260	ANIMAL FINES & LICENSE	358.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-4301	DONATIONS	650.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-40-4304	STOP PROCEEDS	0.00	0.00	0.00	175.00	0.00	0.00	0.00	0.00
10-40-4901	EMPLOYEE REIMBURSEM	1,186.59	841.48	403.68	0.00	400.00	400.00	400.00	0.00
10-40-4940	COPIER SERVICES	427.05	578.70	681.12	516.49	444.00	600.00	600.00	0.00
10-40-4990	MISC. INCOME	6,216.91	1,406.09	1,419.76	3,962.35	1,248.00	1,390.00	1,390.00	0.00
REVENUE Total		23,947.58	25,289.60	19,603.26	20,624.12	13,789.00	16,240.00	15,690.00	**-550.00**
EXPENSE									
10-40-5171	LIAB./PHYS./PROP. DAMA(	4,513.68	10,824.00	15,757.18	12,167.00	16,000.00	16,000.00	12,000.00	-4,000.00
10-40-5215	GAS & ELECTRICITY	6,349.44	6,944.30	7,491.25	5,433.54	4,978.00	6,900.00	7,200.00	300.00
10-40-5220	TELEPHONE	9,248.23	9,578.66	8,956.38	6,755.82	6,607.00	8,900.00	9,000.00	100.00
10-40-5329	GENERAL MAINT. & REPAI	4,384.91	5,216.08	9,100.86	7,653.77	3,246.00	5,000.00	8,000.00	3,000.00
10-40-5370	COMMUNITY POLICING	2,282.63	1,501.10	3,602.04	1,311.88	2,097.00	2,500.00	2,500.00	0.00
10-40-5380	PROFESSIONAL SERVICE	393.93	11,904.19	11,518.89	504.00	80.00	1,000.00	800.00	-200.00
10-40-5382	TRANSLATOR SERVICES	1,875.00	2,750.00	1,805.00	740.00	1,140.00	1,900.00	1,450.00	-450.00
10-40-5383	ARRESTEE MEDICAL	222.07	194.56	0.00	0.00	94.00	300.00	300.00	0.00
10-40-5390	PRINTING, PUBLICATIONS	1,464.35	2,826.47	1,146.42	758.03	807.00	1,100.00	1,100.00	0.00
10-40-5400	DUES & MEMBERSHIPS	650.00	282.00	337.00	142.00	425.00	425.00	350.00	-75.00
10-40-5460	ANIMAL CONTROL	0.00	57.88	0.00	0.00	300.00	300.00	0.00	-300.00
10-40-5470	MEETING & TRAINING	11,368.62	3,215.70	1,667.01	9,284.02	5,748.00	6,000.00	6,000.00	0.00
10-40-5472	MILEAGE	108.23	519.99	483.23	0.00	266.00	300.00	300.00	0.00
10-40-5530	OFFICE SUPPLES	4,000.64	7,304.18	6,200.98	5,570.03	3,853.00	5,500.00	5,800.00	300.00
10-40-5531	POSTAGE	1,526.19	1,539.48	2,063.55	1,079.02	1,132.00	1,500.00	1,400.00	-100.00
10-40-5540	COMPUTER SUPPLIES	11,141.38	4,718.44	4,829.02	9,591.57	4,956.00	5,500.00	5,600.00	100.00
10-40-5550	TELETYPE	5,376.00	5,376.00	5,376.00	4,032.00	4,122.00	5,500.00	5,500.00	0.00
10-40-5610	FIRING RANGE EXPENSE	401.42	242.96	329.65	423.37	361.00	500.00	700.00	200.00
10-40-5620	AMMUNITION/WEAPONS	5,085.59	2,562.49	1,828.09	3,274.67	688.00	1,800.00	4,600.00	2,800.00
10-40-5630	UNIFORMS & ACCESSORI	19,172.06	12,298.97	5,211.55	4,925.18	4,763.00	5,500.00	6,000.00	500.00

Police

Budget Category Report

10-40-4000 to 10-40-9999		FY 2008	FY 2009	FY 2010	YTD 6/30/2011	YTD Budget	Total Budget	New Budget	*d* =
EXPENSE (Continued)									
10-40-5660	SPECIAL INVESTIGATIONS	2,574.91	4,895.42	1,319.68	1,859.73	2,016.00	2,500.00	2,500.00	0.00
10-40-5690	BOOKS, MAGAZINES, PER	389.45	653.29	918.26	277.81	455.00	500.00	400.00	-100.00
10-40-5730	RADIO & COMMUNICATIOI	1,807.38	2,217.01	1,490.77	3,062.10	1,500.00	1,500.00	2,200.00	700.00
10-40-5780	COPIER EXPENSE	491.14	785.38	1,842.07	619.12	722.00	1,200.00	900.00	-300.00
10-40-5791	VEHICLE/EQUIPMENT REF	7,711.29	4,336.28	6,306.07	4,743.38	2,493.00	5,000.00	5,000.00	0.00
10-40-5800	VEHICLE/EQUIPMENT FUE	16,229.85	16,442.95	11,768.16	7,262.12	11,825.00	15,000.00	14,000.00	-1,000.00
10-40-5801	VEHICLE/EQUIP. OIL & GR	455.33	889.08	441.80	381.57	164.00	400.00	450.00	50.00
10-40-5810	TIRES & TIRE REPAIR	2,623.32	2,751.70	1,775.50	1,908.00	3,647.00	4,000.00	3,200.00	-800.00
10-40-5812	VEHICLE TOWING & IMPOI	1,779.73	1,042.76	1,267.10	1,152.85	1,408.00	1,500.00	1,500.00	0.00
10-40-5970	MISC. OPERATING	4,900.50	3,819.92	1,334.30	1,637.61	1,225.00	1,500.00	1,600.00	100.00
10-40-5973	CRIME STOPPERS HOTLIN	0.00	272.00	0.00	0.00	300.00	300.00	0.00	-300.00
10-40-6026	EQUIP. RESERVE (CAPITA	0.00	35,496.00	7,020.00	27,225.00	27,225.00	36,300.00	37,000.00	700.00
EXPENSE Total		128,527.27	163,459.24	123,187.81	164,499.19	114,643.00	146,125.00	147,350.00	**1,225.00**
LABOR									
10-40-5110	SALARIES - OPERATIONAI	521,479.11	575,870.62	527,076.67	417,797.93	449,393.00	574,355.00	585,573.73	11,218.73
10-40-5120	RECRUITMENT	7,380.86	0.00	1,608.09	2,419.79	0.00	0.00	0.00	0.00
LABOR Total		528,859.97	575,870.62	528,684.76	420,217.72	449,393.00	574,355.00	585,573.73	**11,218.73**
BENEFITS									
10-40-5140	PENSION FUND	125.24	28,256.19	34,581.53	22,798.65	24,591.00	34,300.00	35,134.42	834.42
10-40-5150	SOCIAL SECURITY TAX	0.00	41,304.27	39,249.45	36,813.41	33,416.00	43,700.00	44,796.39	1,096.39
10-40-5160	HEALTH & LIFE INS.	0.00	74,055.81	95,271.13	71,711.20	72,375.00	95,700.00	97,600.00	1,900.00
10-40-5180	WORKMANS COMP. INS.	12,533.00	12,250.85	12,269.00	11,455.55	13,000.00	13,000.00	12,000.00	-1,000.00
BENEFITS Total		12,658.24	155,867.12	181,371.11	142,778.81	143,382.00	186,700.00	189,530.81	**2,830.81**
BUILDING & GROUNDS									
10-40-5360	OFFICE & BUILDING RENT	54,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GROUNDS Total		54,600.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
	Total Expense Debit	724,645.48	895,196.98	833,243.68	727,495.72	707,418.00	907,180.00	922,454.54	
	Total Revenue Credit	23,947.58	25,289.60	19,603.26	20,624.12	13,789.00	16,240.00	15,690.00	
		700,697.90	869,907.38	813,640.42	706,871.60	693,629.00	890,940.00	906,764.54	**15,824.54**

Budget Category Report

July 26, 2011: Received Highway Safety grant check (May) for $2161.37

Estimates received from City Clerk
Pension = 6% of Salaries
Social Security = 7.65% of Salaries

Community Service

Budget Category Report

10-60-4000 to 10-60-9999		FY 2008	FY 2009	FY 2010	YTD 6/30/2011	YTD Budget	Total Budget	New Budget	*d* =
REVENUE									
10-60-4259	STATE ANIMAL TAX FEE	0.00	0.00	0.00	106.00	0.00	0.00	250.00	250.00
10-60-4260	ANIMAL FINES & LICENSE:	1,424.25	978.25	978.25	2,024.50	1,709.00	2,600.00	2,800.00	200.00
10-60-4261	IMPOUND FEES	370.00	1,280.00	1,039.25	877.75	819.00	1,000.00	1,000.00	0.00
10-60-4262	NUISANCE FEES	0.00	22.78	0.00	0.00	0.00	0.00	0.00	0.00
10-60-4340	DONATIONS	0.00	0.00	0.00	16,521.68	0.00	0.00	0.00	0.00
10-60-4350	FARES	4,596.40	4,737.49	4,233.82	4,558.66	6,274.00	8,400.00	6,200.00	-2,200.00
10-60-4990	MISC. INCOME	0.00	231.26	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE Total		6,390.65	7,249.78	6,251.32	24,088.59	8,802.00	12,000.00	10,250.00	**-1,750.00**
EXPENSE									
10-60-5170	LIAB./PHYS./WORK COMP.	2,542.00	600.00	1,500.00	943.46	1,500.00	1,500.00	1,000.00	-500.00
10-60-5345	BOARDING & DISPOSAL	7,520.07	6,722.59	5,958.33	5,171.56	3,839.00	5,000.00	6,200.00	1,200.00
10-60-5470	MEETING & TRAINING	0.00	0.00	0.00	0.00	153.00	200.00	400.00	200.00
10-60-5630	UNIFORMS & ACCESSORII	1,066.27	261.96	73.83	735.11	300.00	300.00	800.00	500.00
10-60-5791	VEHICLE/EQUIPMENT REF	825.48	733.85	496.59	327.67	247.00	800.00	900.00	100.00
10-60-5800	VEHICLE/EQUIPMENT FUE	2,617.75	963.48	645.73	1,547.48	745.00	800.00	1,700.00	900.00
10-60-5810	TIRES & TIRE REPAIR	478.60	53.21	140.79	0.00	0.00	200.00	200.00	0.00
EXPENSE Total		15,050.17	9,335.09	8,815.27	8,725.28	6,784.00	8,800.00	11,200.00	**2,400.00**
LABOR									
10-60-5110	SALARIES - OPERATIONAL	60,330.47	37,229.41	32,399.30	35,157.11	26,127.00	32,650.00	64,610.52	31,960.52
LABOR Total		60,330.47	37,229.41	32,399.30	35,157.11	26,127.00	32,650.00	64,610.52	**31,960.52**
BENEFITS									
10-60-5140	PENSION FUND	0.00	2,155.87	2,041.15	1,592.89	1,554.00	1,950.00	3,876.63	1,926.63
10-60-5150	SOCIAL SECURITY TAX	0.00	2,852.84	2,477.96	3,093.93	1,986.00	2,480.00	4,942.70	2,462.70
10-60-5160	HEALTH & LIFE INS.	0.00	13,010.13	6,795.47	7,873.49	5,927.00	7,800.00	15,700.00	7,900.00
BENEFITS Total		0.00	18,018.84	11,314.58	12,560.31	9,467.00	12,230.00	24,519.34	**12,289.34**
BUILDING & GROUNDS									
10-60-5473	NUISANCE PROPERTIES	3,675.32	1,381.00	59.00	0.00	0.00	0.00	0.00	0.00
GROUNDS Total		3,675.32	1,381.00	59.00	0.00	0.00	0.00	0.00	**0.00**
	Total Expense Debit	79,055.96	65,964.34	52,588.15	56,442.70	42,378.00	53,680.00	100,329.86	
	Total Revenue Credit	6,390.65	7,249.78	6,251.32	24,088.59	8,802.00	12,000.00	10,250.00	
		72,665.31	58,714.56	46,336.83	32,354.11	33,576.00	41,680.00	90,079.86	**48,399.86**

Budget Category Report

Estimates received from City Clerk
Pension = 6% of Salaries
Social Security = 7.65% of Salaries

STOP

Budget Category Report

10-70-4000 to 10-70-9999			FY 2008	FY 2009	FY 2010	YTD 6/30/2011	YTD Budget	Total Budget	New Budget	*d* =
REVENUE										
10-70-4304	STOP PROCEEDS		5,073.08	1,025.00	650.00	250.00	464.00	500.00	500.00	0.00
REVENUE Total			5,073.08	1,025.00	650.00	250.00	464.00	500.00	500.00	**0.00**
EXPENSE										
10-70-5974	STOP DISBURSEMENTS		0.00	137.98	2,664.64	0.00	0.00	1,000.00	500.00	-500.00
EXPENSE Total			0.00	137.98	2,664.64	0.00	0.00	1,000.00	500.00	-500.00
	Total Expense	Debit	0.00	137.98	2,664.64	0.00	0.00	1,000.00	500.00	
	Total Revenue	Credit	5,073.08	1,025.00	650.00	250.00	464.00	500.00	500.00	
			-5,073.08	-887.02	2,014.64	-250.00	-464.00	500.00	0.00	**-500.00**

STOP Cash	5,881	Cash on hand as of June 2011 (Per Treasurer's Report of June 2011[p.8])
	3,859	Pending expense: Purchase of two in-car video cameras (2,258.50 [1,129.25ea.]) in conjunction with the Nebraska Office of Highway safety and the computer to operate the system and serve as a back-up for video files (1,600)
	-250	Estimated *d* between STOP revenues and expenses through September 30, 2011
	1,772	**Estimated cash on hand on October 1, 2011**

9-1-1

Budget Category Report

17-10-4000 to 17-10-9999			FY 2008	FY 2009	FY 2010	YTD 6/30/2011	YTD Budget	Total Budget	New Budget
REVENUE									
17-10-4060	TRANSFERS IN		0.00	0.00	45,528.28	0.00	0.00	0.00	0.00
17-10-4365	911 LINE SURCHARGE		9,850.01	26,379.74	25,056.07	18,471.14	18,163.00	24,000.00	24,000.00
REVENUE Total			9,850.01	26,379.74	70,584.35	18,471.14	18,163.00	24,000.00	24,000.00
EXPENSE									
17-10-5225	TELEPHONE LINE CHARGI		7,886.51	7,303.48	7,976.37	5,988.27	5,400.00	7,200.00	8,000
17-10-5331	EQUIPMENT		717.50	4,702.75	717.50	1,495.00	580.00	1,000.00	1,600
17-10-5735	EQUIP. REPAIR		3,855.50	4,509.07	0.00	305.80	4,500.00	4,500.00	3,100
17-10-6140	RESERVE TRANSFER		0.00	0.00	0.00	0.00	0.00	0.00	0.00
17-10-6200	TRANSFER		5,040.00	5,040.00	5,040.00	3,780.00	3,780.00	5,040.00	0.00
EXPENSE Total			17,499.51	21,555.30	13,733.87	11,569.07	14,260.00	17,740.00	12,700.00
	Total Expense	Debit	17,499.51	21,555.30	13,733.87	11,569.07	14,260.00	17,740.00	12,700.00
	Total Revenue	Credit	9,850.01	26,379.74	70,584.35	18,471.14	18,163.00	24,000.00	24,000.00
			7,649.50	-4,824.44	-56,850.48	-6,902.07	-3,903.00	-6,260.00	-11,300.00

Request no transfer to Communications 10-3(

Enhanced 9-1-1 Cash 111,879 Cash on hand as of June 2011 (Per Treasurer's Report of June 2011[p.8])

8,628 Estimated net revenue through September 30, 2011 (6,902.07 + 25%)

120,507 Estimated cash on hand on October 1, 2011

d =

0.00
0.00
0.00

800.00
600.00
-1,400.00
0.00
-5,040.00
-5,040.00

-5,040.00

0

Capital Outlay (Police)

Budget Category Report

61-10-4000 to 61-10-9999 (Police Only)			FY 2008	FY 2009	FY 2010	YTD 6/30/2011	YTD Budget	Total Budget	New Budget
REVENUE									
61-10-4032	E-911 TRANSFER		0.00	5,040.00	5,040.00	0.00	0.00	0.00	0.00
61-10-4034	POLICE TRANSFER		0.00	35,496.00	7,020.00	27,225.00	27,225.00	36,300.00	37,000.00
REVENUE Total			0.00	40,536.00	12,060.00	27,225.00	27,225.00	36,300.00	37,000.00
EXPENSE									
61-10-6412	E-911 SYSTEM		0.00	0.00	0.00	5,499.12	0.00	0.00	0.00
61-10-6420	POLICE CRUISERS		30,515.30	0.00	0.00	31,101.00	21,222.00	28,300.00	32,000.00
61-10-6477	POLICE GENERAL EQUIPME		218.34	0.00	1,862.91	299.94	3,753.00	5,000.00	5,000.00
EXPENSE Total			30,733.64	0.00	1,862.91	36,900.06	24,975.00	33,300.00	37,000.00
BUILDING & GROUNDS									
61-10-6480	POLICE FACILITY		2,556.86	0.00	3,102.09	1,638.89	2,250.00	3,000.00	4,000.00
GROUNDS Total			2,556.86	0.00	3,102.09	1,638.89	2,250.00	3,000.00	4,000.00
	Total Expense	Debit	33,290.50	0.00	4,965.00	38,538.95	27,225.00	36,300.00	41,000.00
	Total Revenue	Credit	0.00	40,536.00	12,060.00	27,225.00	27,225.00	36,300.00	37,000.00
			33,290.50	-40,536.00	-7,095.00	11,313.95	0.00	0.00	0.00

9-1-1 Cap Outlay Cash 4,611 Cash on hand as of June 2011 (Per Treasurer's Report of June 2011[p.8])

Police Cap Outlay Cash (1,540) Cash on hand as of June 2011 (Per Treasurer's Report of June 2011[p.8])
Transfers into and withdrawls from this Fund will continue through September 30, 2011 as the new cruiser is outfitted.

d =

0.00
700.00
700.00

0.00
3,700.00
0.00
3,700.00

1,000.00
1,000.00

Police Department Wages and Salaries

POLICE DEPARTMENT *PROPOSED* **2011-2012 Steps in Grade** Pay Per Hour									
Grade	1	2	3	4	5	6	7	8	9
Lieutenant					$22.00	$23.14	$24.28	$25.41	$26.53
Sergeant					$18.84	$19.92	$21.00	$22.08	$23.16
Police Officer	$15.14	$16.25	$16.92	$17.58	$18.25	$18.91	$19.58	$20.26	$20.92
Community Service Officer	$10.87	$11.44	$11.90	$12.44	$12.90	$13.41	$13.93	$14.45	$14.97
Communications Supervisor					$18.84	$19.92	$21.00	$22.08	$23.16
Telecommunicator	$11.39	$12.11	$12.81	$13.48	$14.19	$14.89	$15.60	$16.29	$16.99

% Increase over past FY **0.00%**

POLICE SALARIES	Hourly	Hours	Per Pay Period	Est OT Per Pay Period	Period OT	Regular Plus OT Sub-Total	#Periods	w/o Holidays
Chief of Police (Salary)	$2,905.95		(2010-11)				26	$75,554.70
Lt Young (LT9)	$26.53	80	$2,122.40	4	$159.18	$2,281.58	26	$59,321.08
Sgt Koch (SGT9)	$23.16	80	$1,852.80	4	$138.96	$1,991.76	26	$51,785.76
Sgt Menagh (SGT9)	$23.16	80	$1,852.80	3	$104.22	$1,957.02	26	$50,882.52
Ofc Scusa (OFC9)	$20.92	80	$1,673.60	5	$156.90	$1,830.50	26	$47,593.00
Ofc Mercier (OFC9)	$20.92	80	$1,673.60	6	$188.28	$1,861.88	26	$48,408.88
Ofc Tyma (OFC9)	$20.92	80	$1,673.60	5	$156.90	$1,830.50	26	$47,593.00
Ofc Edmonds (OFC9)	$20.92	80	$1,673.60	5	$156.90	$1,830.50	26	$47,593.00
Ofc Stork (OFC8)	$20.26	80	$1,620.80	5	$151.95	$1,772.75	26	$46,091.50
Ofc Morehouse (OFC6)	$18.91	80	$1,512.80	6	$170.19	$1,682.99	26	$43,757.74
Ofc Pucket OFC 7)	$19.58	80	$1,566.40	5	$146.85	$1,713.25	26	$44,544.50
Reserve Ofc Patsch (OFC 9)	$20.92	10	$209.20	0	$0.00	$209.20	13	$2,719.60
Reserve Ofc Nance (OFC 4)	$17.58	10	$175.80	0	$0.00	$175.80	13	$2,285.40
Reserve Ofc Morris (OFC 4)	$17.58	10	$175.80	0	$0.00	$175.80	13	$2,285.40

Double Step from last FY

Reserve officers estimated to work one 10-hour shift every other pay period + two Holidays

TOTAL POLICE SALARIES **$570,416.08**

Base 2,080 hours
Estimated Overtime
Plus Estimated Holidays

Equals Budgeted Salary

POLICE SALARIES (Continued)	Est Annual Holidays	Est Holiday Hours	Holiday Sub-Total	Annual
Chief of Police (Salary)				$75,554.70
Lt Young (LT9)	1	10	$397.95	$59,719.03
Sgt Koch (SGT9)	4	40	$1,389.60	$53,175.36
Sgt Menagh (SGT9)	1	10	$347.40	$51,229.92
Ofc Scusa (OFC9)	4	40	$1,255.20	$48,848.20
Ofc Mercier (OFC9)	7	70	$2,196.60	$50,605.48
Ofc Tyma (OFC9)	7	70	$2,196.60	$49,789.60
Ofc Edmonds (OFC9)	4	40	$1,255.20	$48,848.20
Ofc Stork (OFC8)	7	70	$2,127.30	$48,218.80
Ofc Morehouse (OFC6)	4	40	$1,134.60	$44,892.34
Ofc Pucket OFC 7)	4	40	$1,174.80	$45,719.30
Reserve Ofc Patsch (OFC 9)	2	20	$627.60	$3,347.20
Reserve Ofc Nance (OFC 4)	2	20	$527.40	$2,812.80
Reserve Ofc Morris (OFC 4)	2	20	$527.40	$2,812.80
TOTAL POLICE SALARIES			**$15,157.65**	**$585,573.73**

Police Department Wages and Salaries (Continued)

COMMUNICATIONS SALARIES	Hourly	Hours	Per Pay Period	Est OT Per Pay Period	Period OT	Regular Plus OT Sub-Total	#Periods	w/o Holidays
Comm Sup Feeken (SUP9)	$23.16	80	$1,852.80	3	$104.22	$1,957.02	26	$50,882.52
Tel Sadler (TEL9)	$16.99	80	$1,359.20	2	$50.97	$1,410.17	26	$36,664.42
Tel Klahn (TEL9)	$16.99	80	$1,359.20	2	$50.97	$1,410.17	26	$36,664.42
Tel Hutchinson-Albers (TEL9)	$16.99	80	$1,359.20	2	$50.97	$1,410.17	26	$36,664.42
Tel Lampila (TEL8)	$16.29	80	$1,303.20	2	$48.87	$1,352.07	26	$35,153.82
Reserve Tel Stinson (TEL9)	$16.99	8	$135.92	0	$0.00	$135.92	26	$3,533.92

Double Step from last FY

Reserve telecommiunicator estimated to work one 8-hour shift every pay period + two Holidays

TOTAL COMMUNICATIONS SALARIES **$199,563.52**

COMMUNITY SERVICE SALARIES

Comm Svc Off Wardle (COM9)	$14.97	80	$1,197.60	1	$22.46	$1,220.06	26	$31,721.43
Comm Svc Off West (COM9)	$14.97	80	$1,197.60	2	$44.91	$1,242.51	26	$32,305.26

TOTAL COMMUNITY SERVICE SALARIES **$64,610.52**

TOTAL POLICE BUDGET SALARIES **$834,590.12**

Previous Fiscal Year Pay Steps

POLICE DEPARTMENT
2010-2011 Steps in Grade
Pay Per Hour

Grade	1	2	3	4	5	6	7	8	9
Lieutenant					$22.00	$23.14	$24.28	$25.41	$26.53
Sergeant					$18.84	$19.92	$21.00	$22.08	$23.16
Police Officer	$15.14	$16.25	$16.92	$17.58	$18.25	$18.91	$19.58	$20.26	$20.92
Community Service Officer	$10.87	$11.44	$11.90	$12.44	$12.90	$13.41	$13.93	$14.45	$14.97
Communications Supervisor					$18.84	$19.92	$21.00	$22.08	$23.16
Telecommunicator	$11.39	$12.11	$12.81	$13.48	$14.19	$14.89	$15.60	$16.29	$16.99

Police Department Wages and Salaries (Continued)

COMMUNICATIONS SALARIES (Continued)	Est Annual Holidays	Est Holiday Hours	Holiday Sub-Total	Annual
Comm Sup Feeken (SUP9)	2	16	$555.84	$51,438.36
Tel Sadler (TEL9)	7	70	$1,783.95	$38,448.37
Tel Klahn (TEL9)	5	40	$1,019.40	$37,683.82
Tel Hutchinson-Albers (TEL9)	7	70	$1,783.95	$38,448.37
Tel Lampila (TEL8)	8	64	$1,563.84	$36,717.66
Reserve Tel Stinson (TEL9)	2	20	$509.70	$4,043.62
TOTAL COMMUNICATIONS SALARIES			**$7,216.68**	**$206,780.20**
COMMUNITY SERVICE SALARIES				
Comm Svc Off Wardle (COM9)	0	0	$0.00	$31,721.43
Comm Svc Off West (COM9)	0	0	$0.00	$32,889.09
TOTAL COMMUNITY SERVICE SALARIES			**$0.00**	**$64,610.52**
TOTAL POLICE BUDGET SALARIES			**$22,374.33**	**$856,964.45**

	Base 2,080 hours
	Estimated Overtime
Plus	Estimated Holidays
Equals	Budgeted Salary

2011-2012 BUDGET PLANNING

This is a summary of the rankings received from City Council members on the ideas brought forward at the May 11, 2011 planning session.

PROJECT	RANKING 1-10	1-3 YEARS	4-8 YEARS
New Library Building	1	X	
1st Street Civic Center Improvements	2	X	
Outdoor Sports Complex	10		X
Airport Road resurface	4	X	
Hiking Trail throughout City	9		X
Blue River Dam Study	7		X
Boswell Avenue rebuild	5		X
22nd Street Bridge rebuild	6	X	
Marketing of Crete	3	X	
Comprehensive Plan Update	8		X
BUDGET CUTTING	RANKING 1-4		
Employee contribution to health insurance	2		
Better budget planning	1		
Central purchasing of supplies	4		
Closer evaluation of budget line items	3		

ORDINANCE NO. 1793

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, PERTAINING TO THE VACATION OF KINGWOOD AVENUE LOCATED NORTH OF THE INTERSECTION OF KINGWOOD AVENUE AND TWENTY-FOURTH (24TH) STREET AND BETWEEN BLOCK THIRTY (30) AND BLOCK THIRTY-ONE (31), IN THE CITY OF CRETE, SALINE COUNTY, NEBRASKA: PROVIDING FOR RECORDING OF THIS ORDINANCE WITH THE COUNTY CLERK/ REGISTER OF DEEDS, SALINE COUNTY, NEBRASKA; PROVIDING FOR PAYMENT OF THE RECORDING FEES BY ABUTTING PROPERTY OWNERS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CRETE. NEBRASKA;

Section 1. That the portion of Kingwood Avenue located North of the intersection of Kingwood Avenue and Twenty-fourth (24th) Street and between Block Thirty (30) and Block Thirty-one (31), in the City of Crete, Saline County, Nebraska, be and the same hereby is vacated.

Section 2. That title to said vacated street property shall vest in the owners of the abutting property and become a part of such property, one-half (1/2) on each side thereof, as provided by law.

Section 3. The City Clerk shall, within thirty (30) days after the effective date of this ordinance, cause a certified copy of this ordinance to be filed with the County Clerk/ Register of Deeds for Saline County, Nebraska and the abutting property owners receiving ownership of the vacated Street shall each pay their proportionate share of the cost incurred by the City for recording the certified copy.

Section 4. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 5. That this ordinance shall take effect and be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 27th day of July, 2011.

ATTEST: __________________________
MAYOR

____
CITY CLERK (SEAL)