
City of Grand Island



Tuesday, September 27, 2016
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

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

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

Invocation - Pastor Stan Davis, New Life Community Church, 301 West 2nd Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, September 27, 2016

Council Session

Item E-1

**Public Hearing on Request from Franco Entertainment, LLC dba
The Brick House, 115-117 West 3rd Street for a Class “I” Liquor
License**

Council action will take place under Resolutions item I-1.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 27, 2016

Subject: Public Hearing on Request from Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Class “I” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Franco Entertainment, LLC dba The Brick House, 1115-117 West 3rd Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments.

Also submitted with the application was a request from Maria Garcia, 644 East Meves for a Liquor Manager Designation.

On April 26, 2016, the City Council voted 6-3 to deny the request from Azteca Market, LLC dba The Brick House, 115-117 West 3rd Street for a Class “I” Liquor License based on Nebraska State Statutes 53-125 (2) & (13b); 53-132 (2a), (2b), & (2c); and 010.01 NCLL’s Rules and Regulations.

On July 6, 2016 the matter was heard before the Nebraska Liquor Control Commission. The matter was continued to allow Maria Garcia to be present and present a plan for operation. On August 9, 2016 the matter was heard again by the Nebraska Liquor Control Commission. After testimony the Commission voted to deny the liquor license. (See attached Order.)

On August 31, 2016 a letter was sent to Ms. Garcia notifying her of the September 27, 2016 hearing date and the requirement for her to contact the Building Department, Fire Department, and Health Department for inspections and interviews two weeks prior to the hearing. Failure to request inspections and/or complete interviews would result in a recommendation of denial from the staff to the City Council. No inspections have been requested to date; therefore staff recommends denial of this request.

Alternatives

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

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

Recommendation

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

Sample Motion

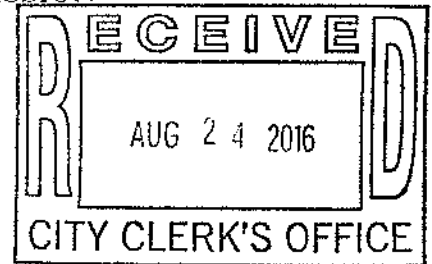
Move to **deny** the application for Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Class “I” Liquor License and Manager Designation for Maria Garcia, 644 East Meves based on failure to request inspections and/or complete interviews.

BEFORE THE NEBRASKA LIQUOR CONTROL COMMISSION

In Re: Azteca Market LLC
"The Brick House"
115-117 W 3rd Street
Grand Island NE 68801

ORDER

On Application for a Retail Class I-116929
Liquor License



Now on the 9th day of August, 2016, this matter came on for hearing before the Nebraska Liquor Control Commission upon the application of Azteca Market LLC, dba "The Brick House", for a Class I License at 115-117 W 3rd Street, Grand Island, Nebraska.

The applicant was present and represented by attorney Mark Porto. The City of Grand Island was present and represented by Sgt. Vitera of the Grand Island Police Department. The Commission was represented by Milissa Johnson-Wiles, Assistant Attorney General.

Evidence was introduced, oral arguments were heard and the matter submitted to the Commission.

FINDINGS OF FACT:

1. That the applicant can not conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act.
2. That the applicant has demonstrated that the type of management and control to be exercised over the premises described in the application will be sufficient to insure that the licensed business can conform to all provisions and requirements of and rules and regulations adopted pursuant to the act.
3. In making its determination, the Commission considered:
 - (a) The recommendation of the local governing body.

CONCLUSION:

1. That the application should be denied.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that the application Azteca Market LLC, dba "The Brick House", for a Retail Class I Liquor License at 115-117 W 3rd Street, Grand Island, Nebraska, should be, and the same hereby is, denied.

IT IS FURTHER ORDERED that the applicant shall pay costs of this action, assessed in the amount of \$25.00.

Dated this 22nd day of August, 2016.

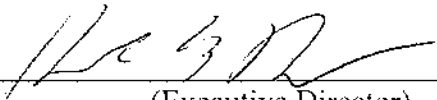
NEBRASKA LIQUOR CONTROL COMMISSION

BY

(Chairman)

I hereby certify this to be a true and correct copy of the original order entered herein, and further certify, that a copy was mailed by regular U.S. Mail, on this 22nd day of August, 2016.




(Executive Director)

09/22/16
12:35

Grand Island Police Department
LAW INCIDENT TABLE

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City : Grand Island
Occurred after : 08:00:00 03/24/2016
Occurred before : 08:00:00 03/24/2016
When reported : 08:00:00 03/24/2016
Date disposition declared : 03/24/2016
Incident number : L16032600
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 103 3rd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number : RaNae
Geobase address ID : 11227
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L16083019	08/31/16	Liquor Lic Inv	Related
LW	L16032606	04/21/16	Liquor Lic Inv	Related
NM	175276	09/22/16	Brickhouse,	Related
NM	143546	04/20/16	Garcia, Francisco J JR	Involved
NM	44522	04/19/16	Garcia, Juan Francisco	Maria's Husband
NM	61105	04/19/16	Garcia, Maria Dejesus	Owner/Manager
NM	209335	04/19/16	Azteca Banquet Hall,	Business Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT12	LT12 Grocery/Supermarket	

LAW INCIDENT NARRATIVE:

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Liquor License Investigation

Azteca Banquet Hall is applying for a Class I (beer, wine, distilled spirits, on sale only) LLC Retail Liquor license. Maria Garcia is applying to be the liquor manager.

~~~~~ (lwmain08444303252016)~~

mw

\*\*\*The first supplemental report is from the original investigation. The second and third supplemental reports are new. They were added to the first one because the first report provides foundation and background. All reports deal with The Brick House in some fashion.\*\*\*

LAW INCIDENT RESPONDERS DETAIL:

| Se | Responding offi | Unit n | Unit number |
|----|-----------------|--------|-------------|
|----|-----------------|--------|-------------|

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

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name |
|-----|------|
|-----|------|

| Date |
|------|
|------|

|   |          |                     |
|---|----------|---------------------|
| 1 | Vitera D | 12:45:27 04/19/2016 |
|---|----------|---------------------|



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Grand Island Police Department  
Supplemental Report

Date, Time: Tue Apr 19 12:45:38 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

Azteca Banquet Hall is applying for a Class I (beer, wine, distilled spirits, on sale only) LLC Retail Liquor license. Maria Garcia is applying to be the liquor manager. Juan Francisco Garcia (Maria's husband) is also listed on the application, but he signed a Spousal Affidavit of Non-Participation form. The LLC is Azteca Market. It looks like Maria Garcia is the sole owner of the company on paper.

The Brick House is also applying for a Class I liquor license, and Maria is applying to be the liquor manager there as well. The LLC for The Brick House is also Azteca Market. Azteca Market LLC owns the property where Azteca Banquet Hall and The Brick House are located. Juan Garcia signed a Spousal Affidavit of Non-Participation form for The Brick House as well. The following report will cover the application for Azteca Banquet Hall and The Brick House.

While perusing the applications, the first thing I noticed is that Juan Francisco Garcia (husband) is listed as someone Maria will share the business profits with. Juan is later listed as a 50% partner in the company. However, Juan's 50% is crossed out, and Maria's 50% is crossed out and has 100% written beside it. The applications also include an additional form which appears to have been sent to the NLCC after the original applications. The additional form is entitled "Assignment of Ownership Interest." The form says that any interest Juan may have in the company is given to Maria.

Then next thing I noticed is the applications say that Maria and Juan have lived in Grand Island since 2003. However, the manager's applications say that Maria and Juan have lived in Grand Island since 1998. The manager's applications also say that a spouse need not fill out question #1, which asks about convictions, if he has filled out a Spousal Affidavit of Non-Participation form. Juan filled out the non-participation form but also listed his convictions.

I checked Maria and Juan through Spillman and NCJIS. According to Spillman, Maria may have an undisclosed traffic violation, and it appears that she currently has a code violation with a broken up sidewalk in front of the Azteca Market. NCJIS shows a speeding conviction and a conviction for not wearing her seatbelt and not having her license on her person. Juan has a couple of traffic violations in Spillman. According to NCJIS, he has an undisclosed DUI from 1996 along with four undisclosed traffic convictions.

Maria and Juan each have a valid Nebraska driver's license, and neither one of them have any outstanding warrants for their arrest. I searched a paid law enforcement-only database which tends to provide personal identifying information and information about civil issues. I found an entry for Maria and Juan and didn't find anything out of the ordinary. I also contacted ICE and was advised that Juan is a Lawful Permanent Resident.

Nebraska State Patrol Investigator Joe Hansen and I met with Maria and Francisco Garcia (Juan & Maria's son) at the Azteca Market on 4/20/16. I went over the Azteca Banquet Hall and The Brick House application with them. I asked Maria



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about Juan being listed on both applications as someone who will share in the business profits and be a 50% owner in the company only to later have his 50% scratched out giving Maria 100% ownership.

Maria said the change was made after her attorney was contacted by the NLCC saying Juan couldn't have ownership in the company because he's not a Citizen of the United States. Maria went on to explain that the Spousal Affidavit of Non-Participation form and the addendum assigning Juan's interest in Azteca Market, LLC were not part of the original application. Since Juan was originally planning on being part of the company, he disclosed some of his criminal convictions even though the instructions say he doesn't have to if he signs a Spousal Affidavit of Non-Participation form.

Later in the afternoon on 4/20/16, I had the opportunity to speak with the attorney (Mark Porto) who helped fill out the applications. I asked Mark about originally having Juan as part owner of the company and then switching all of it to Maria. Mark recalled that the NLCC may have mentioned something about Juan's lack of citizenship, but Mark also said that Juan wanted to be part of the company but also sign a Spousal Affidavit of Non-Participation form. Mark said the NLCC told him that a person who signs a non-participation form can't be part of the company.

I also asked Maria why the liquor license applications state that she and Juan have lived in Grand Island since 2003, and the same question on the liquor manager forms say she and Juan have lived in Grand Island since 1998. Maria advised that the 2003 date is specific to their current address in Grand Island while the 1998 date is just for Grand Island in general. The question is the same. I'm still not clear why Maria and her attorney chose to give different answers.

Even though Maria is the liquor license applicant and liquor manager applicant for the banquet hall and the nightclub, Francisco will be running the club. He advised that he is a DJ and will be responsible for the entertainment and the lighting. When we toured The Brick House, he showed us where he had put up strobe lights above the dance floor and where he had put speakers in the DJ booth. Francisco also told us about all the work he had done stripping and refinishing the floors. Francisco advised that he is trying to attract the younger crowd from twenty-one years old up to about forty years old. I spent a long time warning Francisco and Maria about all of the problems they could encounter if the nightclub isn't run properly. I asked what their plans are for security. Francisco said he has talked to a guy who is a corrections officer here in town about providing security, but Francisco didn't know the guy's name or his phone number. Francisco didn't have a plan as to how many security personnel he would need and what their individual responsibilities would be.

I continued to ask Maria about some information in Spillman regarding her. I found a report in February 2012 where a GIPD officer was called by an employee of the Central District Health Department. Two health department employees had done an inspection at the Azteca Market the day before and seen three different types of antibiotics for sale in a glass display case. One of the employees spoke Spanish. The three antibiotics were Penicillin, Amoxicillin, and Bactrim. According to the health department employee reporting to the police officer, Maria denied having any antibiotics for sale. However, she asked how much trouble she would be in if she were selling them. The health department employees continued with their inspection. Before they left, they walked by the display case where they had seen the antibiotics, and they were gone.



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I asked Maria about the incident in 2012 with the antibiotics and the health department. She acknowledged that she had some antibiotics for sale in the store but didn't know it was illegal. She added that the someone from the health department told her some other drugs she was selling were illegal but later found out they weren't. No criminal action was taken against Maria.

I also found a GIPD arrest report in August of 2013 where Maria's husband (Juan) was arrested for DUI, and Maria was referred to the county attorney on a criminal charge of obstructing a police officer. According to the arresting officer's report, when he stopped the vehicle Juan was driving for an illegal turn, Maria and Juan switched seats to make it look like Maria had been driving. The officer asked Maria if she switched seats with Juan because he had been drinking, she said that she had, and it was her idea. I did not find that Maria was convicted of that charge, but I asked her about it. Maria said Juan had just bought her a brand new car and wanted her to drive it. She told him to drive it first. He told her that he had been drinking, and she should drive. Maria convinced Juan to drive and felt guilty when he got pulled over, so she tried to switch seats with him.

I found another report in Spillman where a GIPD Code Enforcement Officer (CSO) received a complaint about a broken up sidewalk on the east side of Azteca Market. The CSO inspected the sidewalk and found damage. The CSO then called the public works department and gave the information to them. The public works department asked an engineer to look at it. The engineer said the sidewalk would have to be repaired. The CSO went back to Maria on 3/30/16 and told her she has thirty days to repair or replace the damaged portion of the sidewalk. Maria told the CSO that she wouldn't be able to do that because she has to replace the sprinkler system in her building. I contacted the CSO on 4/21/16 and asked him about this complaint. He said he went by Azteca Market on 4/20/16, and the repairs still haven't been made. However, Maria still has eight days to complete the task.

I was also informed by Grand Island Fire Department Division Chief (Fire Marshal) Fred Hotz that about one year ago, he was aware of a complaint about Maria using an unlicensed electrician to do work above the Azteca Market. Division Chief Hotz did an inspection and found construction on the second floor which needed a work permit that Maria did not have. Division Chief Hotz put a stop work order on it. When I spoke with Maria and toured her buildings on 4/20/16, I observed what Division Chief Hotz had described to me. I asked Maria what all the construction was about. She said she was trying to put in apartments but got shut down.

In June of 2015, I did an informational report regarding a conversation I had with Francisco about needing a liquor license or at least a Special Designated License (SDL) for some of the events that were being held at the banquet hall. The reason for the conversation was because I had received an e-mail from a GIPD patrol sergeant who told me there were lots of drunk people coming out of there at night and stumbling around in the streets and impeding traffic. The patrol sergeant asked me if the business had or needed a liquor license. I told him that they didn't have one, but it sounded like they needed one. Francisco told me that his parents own the banquet hall, but he helps them run it. He was receptive to what I had to say, and I didn't get anymore complaints from the patrol sergeant.

While I didn't receive anymore complaints from the patrol sergeant, Division Chief Hotz told me that he had fielded a complaint from a business owner in the area of The Brick House saying that kids were coming out of there, going out to



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their cars and drinking, and going back into The Brick House. When I spoke to Maria on 4/20/16, she mentioned that they used to have some teen dances for middle school and high school kids, but she said they caused a lot of problems. I didn't ask her to describe the problems.

While speaking with Maria on 4/20/16, NSP Investigator Hansen asked her if she is behind on any of her financial obligations. Maria said that her business is supposed to pay \$1,000 a year for downtown parking. She said that bill was due January 1st, but she hasn't paid it. She also said that as part of a Downtown Improvement District, she is supposed to pay an additional \$600 per year for other services of the Downtown Improvement District. That bill was also due on 1/1/16, and she said she has not paid it.

I spoke to the person in the City of Grand Island Finance Department who keeps track of the money collected by the district to confirm Maria's statement, she advised that Azteca Market has paid \$640 to the Downtown Business Improvement District. The money was due on 10/1/15. It was paid on 3/29/16. The \$1,000 that Maria spoke about is for Parking District #1. The fee for Azteca Market is actually \$1,250. It has not been paid, and it was also due on 10/1/15. I was also told by a different person in the City of Grand Island Finance Department that Azteca Market has not paid any of their food and beverage tax since the business has been in operation. He said the finance department will be investigating that issue and attempting to collect three year's worth of the tax plus interest.

All in all, Maria's criminal record does not preclude her from receiving a liquor license. Strictly on criminal record and citizenship, I believe Juan could be part of the company. It also appears that Francisco will be heavily involved in The Brick House, and I don't think his criminal record would preclude him from receiving a liquor license. The concern is Maria's propensity to operate just outside the law which it appears she has done to some degree with little consequence. She sold prescription medication in the Azteca Market and was only warned about it and told not to do it again. She switched seats with her husband in an attempt to prevent him from being arrested for DUI. A criminal charge of obstructing a police officer was referred to the county attorney's office but never prosecuted. It sounds like she used an unlicensed electrician for a building project that at the very least, she didn't have a required permit for.

By her own admission, Maria is behind \$1,250 (she thought \$1,600) on paying the Downtown Business Improvement District. She also has a sidewalk outside her business that she told a CSO she's sure she won't get done or probably even start in the allotted thirty day period. The CSO advised that Maria told him that when she first bought the building where the Azteca Market is located, she was told that it would cost a few thousand dollars to fix or replace the sidewalk.

With the complaint I received from the patrol sergeant and the complaint Division Chief Hotz fielded, the banquet hall was operating without a liquor license when one was needed, and The Brick House had problems with kids which may have included drinking outside the business.

The Grand Island Police Department will remain neutral in our recommendation to the Council concerning The Brick House. If the council votes to deny the license, it can be done under Nebraska State Statute 53-125 (2) & (13b); 53-132 (2a), (2b), & (2c); and 010.01 under the NLCC's Rules and Regulations. The statutes are attached.



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The Azteca Banquet Hall doesn't have bathrooms on the licensed premises, and according to Division Chief Hotz, it still isn't compliant with fire sprinkler requirements (53-125 [14]). Division Chief Hotz is recommending a denial on Azteca Banquet Hall. The GIPD will defer to Division Chief Hotz's expertise on the fire sprinkler issue but will remain neutral for the reasons and statutes listed above if and when the property passes Division Chief Hotz's inspection.

2 Vitera D 10:31:37 08/17/2016

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Grand Island Police Department  
Supplemental Report

Date, Time: Wed Aug 17 10:31:53 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

I attended an NLCC hearing for The Brick House on 8/9/16 at 1000 hours. As a result of this hearing, I have two pieces of information that need to be documented. First, the attorney (Mark Porto) for The Brick House said in his opening statement that Maria and her son Francisco had purchased an ID machine. In my testimony, I pointed out that Maria is the sole applicant and sole owner of the company. If Francisco is contributing money to the business, that should have been disclosed on the application. Otherwise, it appears that Francisco is a "silent partner."

The second piece of information obtained at the hearing is from Brian Schultz's testimony. Brian works for the City of Grand Island in the finance department. After the finance department received a food and beverage tax payment from Azteca Market which they said was for the last three years, Brian wants to audit them and has been trying to get Maria to bring in her books. After several failed attempts to get in touch with Maria, Brian testified that he had a meeting set up with Maria on 8/8/16. However, Maria called and cancelled because she had an emergency with some pigeons making a mess in the upstairs portion of the Azteca Market.

When NSP Investigator Joe Hansen and I met with Maria on 4/20/16 for this liquor license investigation, we toured the buildings. When we got upstairs above the Azteca Market, a pigeon buzzed my head as it flew into the building through a broken window. I could see where the pigeon had been roosting, and there was pigeon poop all over the floor beneath. The problem had been going on for almost four months, so it's kind of hard to believe that it was an emergency on 8/8/16 to where Maria had to cancel her meeting with Brian.



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3 Vitera D

11:50:19 09/22/2016



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Grand Island Police Department  
Supplemental Report

Date, Time: Thu Sep 22 11:50:34 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

Nebraska State Patrol Investigator Joe Hansen and I met with Maria and Francisco Garcia on 9/16/16 at 1000 hours. Francisco advised that he is going to be the manager of the club even though his mother is listed as the manager on the application. Maria assured us that she will also be at The Brick House when it is open. The hours of operation are slated to be Friday and Saturday from 1800 until 0100 hours. Francisco said they may try to open it on Thursdays as well.

We asked Francisco again about his plans for security. Francisco said he plans on employing five people for security and having three of them working at a time. Francisco said that his attorney had the applications for security personnel, but Francisco was able to give me four names of the applicants along with phone numbers. He said some of them have military experience, and some of them have or still work in bars. I called two guys on the list, and they each verified what Francisco told me about them.

Francisco said he helps his parents out at the market/restaurant, and his mom helps him pay bills. Francisco also said he earns some money by "DJing" parties. After speaking with Maria and Francisco, I asked them to see the area upstairs where the pigeons had been coming in through a broken window and pooping all over. They complied and showed me that the window was boarded up, and the poop was cleaned up.

On 9/16/16, I also contacted Brian Schultz from the City of Grand Island Finance Department. Brian said that Francisco came in and paid the food and beverage tax that they were behind on that was brought up at the NLCC hearing. Brian is still looking at the amounts to see if they are correct. Brian also said that he has received some more paperwork from Maria's new accountant in Omaha. However, Brian hasn't had time to look at it yet.

I was told by Grand Island City Clerk RaNae Edwards that as of 9/22/16, neither Maria or Francisco have contacted city staff about inspections. I was also informed that Grand Island Fire Department Division Chief Fred Hotz may still have some issues with Maria Garcia and The Brick House.

From the Grand Island Police Department's perspective, we still have reservations about Maria Garcia and her ability to comply with the Nebraska Liquor Control Act for the reasons that were previously stated in this report and were part of the reasons the application for The Brick House was originally denied by the Grand Island City Council and the Nebraska Liquor Control Commission. However, this new application includes Francisco Garcia as a half owner in the company. While Francisco couldn't answer questions about his security plans for his mother's first application, he was able to provide more specific information on this application. Since the last application, Maria has also fixed the sidewalk by the Azteca Market, boarded up the window and cleaned up the pigeon mess, and paid her food and beverage tax (whether the amount is correct is yet to be determined).

The Grand Island Police Department will remain neutral on our recommendation to



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the Council after supplying information to be considered in the decision-making process and defer to the Fire Department and the Finance Department.



*Working Together for a  
Better Tomorrow. Today.*

Fire Report:

Re: 115 W. 3<sup>rd</sup> St. - The Brick House

In April of 2015, a routine inspection of the building was conducted and it was determined that the building was not safe for occupancy under the current conditions. Owners were conducting "parties" in building and this activity was ordered to be stopped.

A couple weeks later it was discovered construction remodel work was being conducted but no application was submitted nor was a permit issued.

In July of 2015 a permit was issued. Within the time frame from July thru the rest of the year, the remodel was either postponed or abandoned.

I have attached the list of identified fire code violations of an inspection report mailed out on the 9<sup>th</sup> of August, 2016 after an application for a liquor license was denied by the Liquor Commission. I have not been contacted since, however I did contact Francisco by phone on the 15 of Sept. 2016 informing him he needed to address these issues and that he needed to come in to discuss them.

Among a number of violations, the one issue that certainly needs to be addressed for the building to be issued an occupancy permit is the question of occupant load. The original plans submitted in July of 2015 are not representative of the current actual setup. The concern is that the occupant load may have significantly increased so that an automatic sprinkler system is required.

A handwritten signature in blue ink, appearing to read "Fred Hotz". The signature is fluid and cursive, written over a horizontal line.

Fred Hotz, Fire Prevention Division Chief  
City of Grand Island Fire Department  
100 East 1st Street  
Grand Island, NE 68801  
office (308) 385-5444 ext. 228  
fax# (308) 385-5423  
[fhotz@grand-island.com](mailto:fhotz@grand-island.com)

*City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968  
(308)385-5444 Ext. 220 • FAX: 385-5423 • Emergency: 385-5000*





## Inspection

### Periodic

Grand Island Fire Department  
100 E. 1st Street  
Grand Island, NE 68801  
Phone: 308-389-0228  
Fax: 308-385-5423  
Email: fhotz@grand-island.com

Activity Date: 09/15/16 12:00:00 AM  
Activity Number: I-smurphy-15-0073.G  
Activity Cause: Reinspection  
Inspector 1 Name: Hotz, Fred  
Inspector 1 Phone: 389-0228

### Business Name

Brickhouse  
115 W 3rd St  
Grand Island, NE 68801

Occupancy Type: Assembly  
Total Violations: 0  
Corrected Violations: 0

Phone:

An inspection of your business/facility has revealed the violation(s) listed on the enclosed Inspection Report. Please review the violations listed and make the proper corrections. If you have questions concerning any of the violations or you have corrected the violations, please make a call to the inspector listed in the upper right hand corner of the report.

Code Enforcement is a proven method of preventing fires and or reducing fire spread in the event of a fire. With your co-operation, you help to make a safer community as well as contributing your part in helping to curb rising insurance rates and taxes. Insurance rates are based upon incident costs. If the incidents are reduced, the rates reflect this. In addition, fewer fires can reflect less of a need and cost for the expansion of your local fire suppression equipment and personnel as the city continues to grow.

PLEASE note that a \$50 fee will be assessed per re-inspection if the cited violations are not corrected after repeated inspection visits.

### Pre Existing Inspection Details

Reference Number: IFC (2012) 904.6.1 System test.

Systems shall be inspected and tested for proper operation at 6-month intervals. Tests shall include a check of the detection system, alarms and releasing devices, including manual stations and other associated equipment. Extinguishing system units shall be weighed, and the required amount of agent verified. Stored pressure- type units shall be checked for the required pressure. The cartridge of cartridge-operated units shall be weighed and replaced at intervals indicated by the manufacturer.

*Comment: The extinguishment system has not been tested since 2011. If the system is present it must be operable. A submitted plan for the use of the building is required to determine the extinguishment system use, or necessity.*

Reference Number: IFC (2012) 605.1 Abatement of electrical hazards.

Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.

*Comment: Unable to test/check emergency lighting and exit signs due to electricity being off.*

Reference Number: NFPA 10 (2002) 6.3.1 Frequency.

Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection or electronic notification.

*Comment: Extinguisher require annual maintenance.*

**Business Name**  
Brickhouse  
115 W 3rd St  
Grand Island, NE 68801

Occupancy Type: Assembly  
Total Violations: 0  
Corrected Violations: 0

Phone:

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Reference Number: IFC (2012) 605.6 Unapproved conditions.

Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

Comment: Junction box covers loose and missing.

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Reference Number: IFC (2012) 904.11.5 Portable fire extinguishers for commercial cooking equipment.

Portable fire extinguishers shall be provided within a 30-foot (9144 mm) travel distance of commercial-type cooking equipment. Cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Sections 904.11.5.1 or 904.11.5.2, as applicable.

Comment: If cooking is going to be done and the hood system used a Class K fire extinguisher will be required.

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Reference Number: IFC (2012) 605.1 Abatement of electrical hazards.

Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.

Comment: Several areas of exposed wiring, electrical wiring through the floor.... however unable to check for energy due to the electricity being off. A reinspection with a licensed electrician is recommended.

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Reference Number: IFC (2012) 609.1 General.

Commercial kitchen exhaust hoods shall comply with the requirements of the International Mechanical Code.

Comment: The commercial hood is to be updated, maintained and tested or removed. At the initial time of inspection over a year ago, it was allowed to remain unused and un-maintained for a period of time while owner determines if the system will be used or removed. That time period has expired.

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**Business Name**  
Brickhouse  
115 W 3rd St  
Grand Island, NE 68801

Occupancy Type: Assembly  
Total Violations: 0  
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Phone:

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Reference Number: IFC (2012) 105.1.1 Permits required.

Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the fire code official and obtain the required permit.

Comment: Plans were "submitted" in 2015 after this violation was cited. However, the changes did not end up being in accordance with the plans. Therefore, although the violation was complied with and corrected, consequent actions make it necessary that new plans be submitted that illustrate the changes actually made. Los planes fueron "presentados" en 2015 después de esta violación fue citado. Sin embargo, los cambios no terminan siendo de acuerdo con los planes. Por lo tanto, aunque la violación fue atendida y corregida, consecuentes acciones hacen que sea necesario que se presentarán nuevos planes que ilustran los cambios efectivamente realizadas. An occupant load was determined based upon the original design of the remodel. This plan was not followed, so a new plan demonstrating the use of the building, where the dance floor will be, how much area is used and for what it will be used for, must be submitted in order to determine a new occupancy load. If the occupancy load increases the number of allowed people in the building, a sprinkler system will be required to be installed. If the occupant load does not increase the previous occupant load limits, then the building will be allowed to be occupied under a legal non-conforming status. Un número de ocupantes se determinó con base en el diseño original de la remodelación. Este plan no fue seguido, por lo que un nuevo plan que demuestra el uso del edificio, donde será la pista de baile, la cantidad de área se utiliza y para qué se va a utilizar para, debe ser presentada con el fin de determinar una nueva carga de ocupación. Si la carga de ocupación aumenta el número de personas permitidas en el edificio, se requiere un sistema de rociadores para ser instalado. Si el número de ocupantes no aumenta los límites de carga de los ocupantes anteriores, a continuación, se permitirá que el edificio sea ocupada en relación con una situación jurídica no conforme. The legal non-conforming status of the occupancy is approved as long as the building continues to be in use. If the building sits empty or if owner does not bring the building into compliance and open the doors for business with permit, then the legal non-conforming status expires. I am setting an expiration date for this status to end on Aug. 31, 2016. The building has either been vacant, or used without permit for well over a year. La situación jurídica disconforme de la ocupación es aprobada, siempre y cuando el edificio sigue siendo en uso. Si el edificio se encuentra vacío o si el propietario no trae el edificio en el cumplimiento y abrir las puertas para los negocios con permiso, entonces la condición de no conforming legal expira. Estoy fijando una fecha de caducidad para este estado para terminar el 31 de agosto de 2016. El edificio ha sido o vacante, o se usa sin permiso durante más de un año.

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Comments:

Contacted Francisco Garcia and reminded him of numerous issues and code violations that still needed to be addressed. I advised him that he would need to come in with floor plan, as is spelled out in the inspection report, so that an accurate occupant load could be determined.

To my knowledge, none of the violations still recorded in the inspection report have been corrected. Also, I have received no notification of corrections or request for inspections.

There has been no documented progress.

The next "Periodic" is due on or before: 9/18/2016

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Hotz, Fred  
Grand Island Fire Department  
100 E. 1st Street  
Grand Island, Nebraska 68801  
389-0228





## Inspection

### Periodic

Grand Island Fire Department  
100 E. 1st Street  
Grand Island, NE 68801  
Phone: 308-389-0228  
Fax: 308-385-5423  
Email: fhotz@grand-island.com

Activity Date: 08/09/16 10:00:00 AM  
Activity Number: I-smurphy-15-0073.F  
Activity Cause: Reinspection  
Inspector 1 Name: Hotz, Fred  
Inspector 1 Phone: 389-0228

### Business Name

Brickhouse  
115 W 3rd St  
Grand Island, NE 68801

Occupancy Type: Business  
Total Violations: 2  
Corrected Violations: 1

Phone:

An inspection of your business/facility has revealed the violation(s) listed on the enclosed Inspection Report. Please review the violations listed and make the proper corrections. If you have questions concerning any of the violations or you have corrected the violations, please make a call to the inspector listed in the upper right hand corner of the report.

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PLEASE note that a \$50 fee will be assessed per re-inspection if the cited violations are not corrected after repeated inspection visits.

### Inspection Detail Not Cited Above

Reference Number: IFC (2012) 609.1 General.

Commercial kitchen exhaust hoods shall comply with the requirements of the International Mechanical Code.

Comment: The commercial hood is to be updated, maintained and tested or removed. At the initial time of inspection over a year ago, it was allowed to remain unused and un-maintained for a period of time while owner determines if the system will be used or removed. That time period has expired.

Reference Number: IFC (2012) 105.1.1 Permits required.

Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the fire code official and obtain the required permit.

Comment: Plans were "submitted" in 2015 after this violation was cited. However, the changes did not end up being in accordance with the plans. Therefore, although the violation was complied with and corrected, consequent actions make it necessary that new plans be submitted that illustrate the changes actually made. Los planes fueron "presentados" en 2015 después de esta violación fue citado. Sin embargo, los cambios no terminan siendo de acuerdo con los planes. Por lo tanto, aunque la violación fue atendida y corregida, consecuentes acciones hacen que sea necesario que se presentarán nuevos planes que ilustran los cambios efectivamente realizadas. An occupant load was determined based upon the original design of the remodel. This plan was not followed, so a new plan demonstrating the use of the building, where the dance floor will be, how much area is used and for what it will be used for, must be submitted in order to determine a new occupancy load. If the occupancy load increases the number of allowed people in the building, a sprinkler system will be required to be installed. If the occupant load does not increase the previous occupant load limits, then the building will be allowed to be occupied under a legal non-conforming status. Un número de ocupantes se determinó con base en el diseño original de la remodelación. Este plan no fue seguido, por lo que un nuevo plan que demuestra el uso del edificio, donde será la pista de baile, la cantidad de área se utiliza y para qué se va a utilizar para, debe ser presentada con el fin de determinar una nueva carga de ocupación. Si la carga

Page 1 of 3



**Business Name**  
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#### Pre Existing Inspection Details

Reference Number: IFC (2012) 904.6.1 System test.

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Comment: The extinguishment system has not been tested since 2011. If the system is present it must be operable. A submitted plan for the use of the building is required to determine the extinguishment system use, or necessity.

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Comment: Unable to test/check emergency lighting and exit signs due to electricity being off.

Reference Number: NFPA 10 (2002) 6.3.1 Frequency.

Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection or electronic notification.

Comment: Extinguisher require annual maintenance.

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Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

Comment: Junction box covers loose and missing.

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Portable fire extinguishers shall be provided within a 30-foot (9144 mm) travel distance of commercial-type cooking equipment. Cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Sections 904.11.5.1 or 904.11.5.2, as applicable.

Comment: If cooking is going to be done and the hood system used a Class K fire extinguisher will be required.

**Business Name**

Brickhouse  
115 W 3rd St  
Grand Island, NE 68801

Occupancy Type: Business

Total Violations: 2

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Comment: Several areas of exposed wiring, electrical wiring through the floor.... however unable to check for energy do to the electricity being off. A reinspection with a licensed electrician is recommended.

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Severe but Corrected

Reference Number: IFC (2012) 105.1.1 Permits required.

Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the fire code official and obtain the required permit.

Corrected On: 08/17/2016

Comment: Plans need to be submitted to the Fire Marshal, to include an accurate sketch/drawing of the floor plan, to include measurements, and the intended use of all areas of the building. Until such plans are submitted and an occupancy permit is obtained the business/building is to remain closed to the public.

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Comments:

Attended a Liquor Commission Appeals board meeting. Maria Garcia, owner, appealed the decision to not issue a license for liquor sales.

At the meeting, the board voted to not issue a permit but to rather give the Garcia's time to bring their buildings into compliance with city standards.

They would entertain a future applications if the city approves the action.

The next "Periodic" is due on or before: 8/12/2016

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Hotz, Fred  
Grand Island Fire Department  
100 E. 1st Street  
Grand Island, Nebraska 68801  
389-0228

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4/1/2015

Building appears vacant.

4/15/2015

I was able to gain access by the owner Maria Garcia. Maria advised the building is used approx. once per month for baby showers and small gatherings. During the inspection the electricity was turned off as the owner does not want to incur the utility expense. Flashlights were used.... and wiring could not be checked to determine if energized or not. The rear areas kitchen and offices are uninhabitable in the current condition. The roof had been leaking and a major clean up would be required to reopen the kitchen and office areas. It appears the kitchen appliances are disconnected and not operable. The upper level was not inspected, the owner did not have the key.

4/22/2015

I called Maria and asked if the business had been open on Sat. night. She advised it had been. I explained it was not to be open until the guidelines from the inspection were met. I met her at the location later in the day. She advised she is working on the violations, she asked if she could open this weekend for a small shower. I told her if she kept working on the violations and got a drawing with plans for the building completed it would be ok to open.

5/6/2015

Progress has been made. An electrician has been working on the violations. Back rooms have been cleaned up, but more to do. Ask Maria about drawing of building. She advised she had it at home and would bring it to City Hall tomorrow.

6/10/2015

I called and spoke with Maria Garcia in regards to the drawing to include the intended use for this building. Maria's adult son Francisco came to City Hall with a hand drawn diagram of the building. F.M. Hotz decided that a permit is not necessary at this time. It was verbally agreed to that there would be no cooking done in the building, and all cooking equipment would be disconnected and stored in place. Also the rear exit pathway would be maintained, but no access would be allowed into the kitchen or back storage/office areas. All the hallway doors leading to the rear exit would be locked and no customers would be allowed into these areas. The panic hardware on the rear exit would be maintained in good workable condition. All outstanding violations shall be remedied.

The possibility of adding an elevated dance/party area in the future was discussed. A good drawing of the planned construction would be required upon applying for a permit from the Building Department PRIOR to any construction taking place. To be clear: no modifications to the building, outside of the above mentioned, may take place without the prior approval of the Building Dept.

The Fire Marshal spoke with Building Dept. Head. It was determined that a new occupancy permit needs to be issued for the use of the building. This permit will be issued when an inspection of the building is done after the above issues are corrected.

6/12/2015

Fire Marshal Hotz, Inspector Sevenker and myself got the key and a drawing from Maria. We did a walk through. Construction - was being done: NEW Lights were hanging from large angled metal tubing. Tools, ladders and construction materials were throughout the assembly area. Walking back to Azteca Market we met Francisco Maria's adult son. He advised the lights were not energized yet and asked us some electrical questions. Fred informed Francisco that a permit from the Building Dept. was necessary to perform the work. Fred advised him that the building was not to be occupied and it would be posted Monday. Also Francisco needs to get a permit in the mean time.

7/7/2015

An Electrical Permit was obtained for Boersen Electric.

12/18/2015

I spoke with Fran, he advised all construction is on hold. He has been working at Azteca Market.

**115 W 3rd St**

Allow Item Activity Checklist Default

[General](#) | [Parties \(9\)](#) | [Permits \(0\)](#) | [Activities \(9\)](#) | [Files/Images \(1\)](#) | [Notes \(0\)](#) | [Related Address \(0\)](#) | [More Info](#) | [Map](#)

Activities for this Address Record

Hide Activities with Inactive Parties: ☒

| Activity Category | Activity #       | Activity Date | Activity Cause | Activity Type |
|-------------------|------------------|---------------|----------------|---------------|
| Inspection        | I-smurphy-15-007 | 01/15/2016    | Reinspection   | Periodic      |
| Inspection        | I-smurphy-15-007 | 12/18/2015    | Reinspection   | Periodic      |
| Inspection        | I-smurphy-15-019 | 07/07/2015    | General        | Periodic      |
| Inspection        | I-smurphy-15-007 | 06/12/2015    | Reinspection   | Periodic      |
| Inspection        | I-smurphy-15-007 | 06/10/2015    | Reinspection   | Periodic      |
| Inspection        | I-smurphy-15-007 | 05/06/2015    | Reinspection   | Periodic      |
| Inspection        | I-smurphy-15-007 | 04/22/2015    | Reinspection   | Periodic      |
| Inspection        | I-smurphy-15-007 | 04/15/2015    | Periodic       | Periodic      |
| Inspection        | I-smurphy-15-007 | 04/01/2015    | Periodic       | Periodic      |



Azteca Comments:

Fire Marshal Rohling 4/22/11 (Bodie)

Sprinkler system check. The heads are out dated and will be replaced over the next year.(360 heads). Contractor to send proposal to Ron Bodie after it is finalized I will receive a copy. Plans not in for remodel. 9-21-11 spoke to Bamford Fire in Kearney they gave a proposal approximately three weeks ago have heard nothing. When we did the walk through in April the understanding was that the main floor needed to be done the rest of the heads would be done within a year.

Rohling 9/2/11 (Bodie/Garcia)

I discussed with owner a plan to update sprinkler system. She had a quote from Bamford that was dated 8/8/11 good for 30 days she had not contracted with them yet. She needs to do main floor first then replace all the heads and valves that are out of date. All heads are out of date.

Rohling 9/21/11 (Garcia)

The building was inspected in April of 2011. The owner was told that the street level part of the system needed to be operating when they opened for business and that, the rest of the heads for the system on the rest of the floors covered needed to be replaced, I was to get a time line with in a year to complete the all of the upgrades.

DC Hotz 10-7-11

Maria Garcia came to City Hall. She wanted to extend deadline for sprinkler system repair until 12/7/11. She stated new bid to get main floor operational was \$6000. She thought she could do it by 12/7. I told her I would pass info to Chief Rohling on 11/1. We would contact her then.

Captain John Mayer 11-1-2011

Made following exceptions

1. Deadline for 1st floor sprinkler system to be operational (with new heads) is 12/15/11.
2. Dry type sprinkler system for cooler & freezer required by 4/1/12. The rest of system (basement & 2nd floor) will be operational by 4/1/12.

Captain John Mayer 11-1-2011

Attached file describes current deficiencies in the system. System tested this date. Sprinkler heads replaced on main floor and main floor, basement and 2nd floor system is currently live with bell sounding on main floor if water flow in the system. Attic system is non-functional, (dry system).

LSO Shayne Murphy 3/19/15

I called Bamford to get a copy of the latest sprinkler test. The system had been last tested Feb. 2015. However the carbon print could not be read clearly. Bamford will email me a copy. I received Bamford's copy and it is attached to the inspection. A copy was delivered to the owners.

LSO Shayne Murphy 3/23/15

Maria Garcia and three of her children met with F. M. Hotz and myself to discuss the violations at Aztec Market. Maria related that Bamford can not get to her sprinkler system until late summer or early fall. Fred advised her to check with other sprinkler contractors and see if the work could not be started sooner. We visited about the inspection done by GIFD back in 2011, with all sprinkler violations being corrected by 04/2011. Maria related she will struggle with getting the funds to bring the sprinkler system up to code. Fred advised her to get bids with dates and present them to him by 04/02/2015. Aztec Market is also to get the non-sprinkler violations corrected by 04/02/2015. Fred advised if they do not meet the agreed to criteria he will have to close the business until it is brought into compliance.

Letter of intent by owner to have partial system complete by Sept. 15, 2015.  
Letter from sprinkler contractor confirming contract.

4.2-15

-to who,

Hola mi nombre maria Garcia  
representa al lugar llamado  
Azteca Market, estuve hablando  
con personal de la departamento (Fire)  
para aserles saber que los  
Esprinkleres estan listos  
cuando el Señor (Dada) de  
Bamford ~~para~~ aya terminado  
de <sup>un</sup> daros que van a estar listos  
para Sep-Oct 15. terminar las  
refrigeradores antiguos y el Revisamento.  
terminando esa parte, (Dada) y  
Longo toda la intencion de que  
pueda seguir con el 2nd piso  
lo mas pronto que el Señor (Dada)  
pueda. yo quisiera que fuera  
entre Feb-Marzo pero tengo  
que consultarlo con el Sr. (Dada)  
de Bamford Inc

y Quiero agradecer para dar  
las Gracias X esta 2da oportunidad

ATTE MARIA GARCIA



April 1<sup>st</sup> 2015

City of Grand Island Fire Division  
3690 State Street  
Grand Island NE 68803

RE: Fire Sprinkler Upgrades Azteca Market

Dear Mr. Hotz

Bamford Inc. received a signed contract from the Azteca market for the  
basement fire sprinkler heads change out and for adding fire sprinkler heads  
in the first floor. As per our phone conversation on 3/27/2015 I have  
not include the second floor till we get that figured out. Also as discussed I  
will not be able to do this work till September/October of 2015 Please call if  
you have any questions

Thank You

Doug Roeder

Doug Roeder

Bamford Inc.  
Office 308.237.2157  
Cell 308.627.5960  
E Mail: doug.roeder@bamfordinc.com

4/17/2015 = Basement head done, not ceiling on 1st floor.

LSO Shayne Murphy 3/26/15

Maria called and left a message advising she had several violations corrected. I stopped and revisited with Maria about getting the violations corrected in a timely manner, as few had been completed. I reminded her F.M. Hotz had informed her the violations needed to be corrected, and a plan from a sprinkler contractor to get the system up to code by April 2nd. If the deadline is not met Fred advised her he would close the business until the violations were corrected. I informed Maria much of the materials she needs to correct the violations can be picked up at local hardware stores.

LSO Shayne Murphy 3/31/2015 (Some violations corrected)

LSO Shayne Murphy 4/1/2015

F.M. Hotz and Maria Garcia agreed that the sprinkler deficiencies will be addressed. Documentation is in Files/Images - code pal. Also a architectural plan/drawing of the upper level will be delivered to Fred and a permit acquired within one month = 03-02-2015. If these deadlines/agreements are not met F.M. Hotz will close the business until they are complied with.

LSO Shayne Murphy 4/2/2015

F.M. Hotz and I stopped at this business. We met with Maria and her husband and son. Fred advised them he doesn't believe the "ballroom" (far west room) has a permit of occupancy for it's current use - Assembly. He asked them to include this area in their plans which the architect is working on. After the plans are submitted and the area brought up to code, they could then apply for an "assembly" occupancy permit. Fred also asked them to get a final inspection by the building department for the Azteca Market which was not performed before the business was opened.

The upper level was posted "LEGAL NOTICE STOP WORK." No more work is to be done until a permit is obtained which requires the architects plan.

Maria was also advised of the City's plan to assist with down town sprinkler systems, when an upper level living area/apartments are being considered. Maria advised she will contact Chad Nabity.

A fueled snow blower will be removed today.



LSO Shayne Murphy 6/12/2015

F.M. Hotz, Inspector Sevenker and myself met Maria at the business. We were checking on the plans moving forward for the ballroom. We discovered the ballroom was being set up for an event tomorrow. Maria had been told over a month ago she could hold the two events scheduled in May and things would be reevaluated, depending on the architects plan and work completed. But no other events were to be held in the ballroom. After much discussion Fred ok'd the event for tomorrow, with the following stipulations. The doors into the store area must be accessible and unlocked. The door through the utility room is to be closed. Maria was also advised that the metal shutters for the south alley exit will need to be removed. Fred will discuss the business with Building Director Craig Lewis and return next week.

LSO Shayne Murphy 9/11/2015

I met with Maria and her son Francisco. A new exit door with panic hardware had been installed inside the current exit/door, leading from the ballroom to the alley. The old exterior door was still present. The restrooms had not been started, Maria said they could not afford to install them at this time. The basement had been cleaned up but more needs to be done. No new activities are to be scheduled for the ballroom. When the ballroom is used the doors leading into the store need to be open so egress could be made to the outside if necessary. I discussed with Maria the need to get the entire buildings sprinkler system operable prior to the basement being used by the public. I also told Maria that the deadline to keep the business open was 10/30/2015 per the temporary occupancy permit F.M. Hotz had issued in June.

I returned to City Hall and discussed my findings with Fire Marshal Hotz. After which I called Maria with the following directions. The old exterior door to the alley needs to be removed. The exit sign above the door needs to be moved and placed above the new exit door. The missing ceiling in the exit hallway needed to be installed. Combustibles in the basement not intended for store use needed to be removed. The exit sign above the NW exit needed to be completely covered or removed. Lastly I told Maria the restrooms would be the Building Departments decision.

LSO Shayne Murphy 11/17/2015

I called and spoke with Doug Roeder from Bamford. Doug advised he had completed the sprinkler system update in the basement. He will visit with Maria next week regarding the coolers on the main floor and the upper level. I advised Doug the coolers needed to be completed soon. He will visit with Maria next week and get back to me. I offered to visit with Maria but Doug wishes to speak with her first.

LSO Shayne Murphy 12/03/2015

I called and spoke with Doug Roeder of Bamford Inc. Doug related he had called Maria two weeks ago leaving a voice message asking her to return his call. He has not heard back from Maria. I attempted to call Maria's cell phone - busy signal. Contacted the store, they advised she may be in at noon today. I will try again later today.

I caught Maria at the business. We discussed the ballroom and future activities. Maria advised that she had an event planned for this weekend. She asked if she could wait to add sprinklers to the walk in coolers as she is planning on getting new coolers. I did a walk through of the upstairs, the lumber pile, insulation and other combustibles are still present. Upon visiting with Maria about the combustibles in the upper level, she advised she would start work on it this Friday. Maria also explained that the lumber and other combustibles hadn't been removed from the basement. I advised Maria I would visit with Fire Marshal Hotz and get back with her this afternoon.

Fred decided the following:

1. The combustibles need to be removed from the basement by tomorrow at 4:45 pm. If they are not removed the Ballroom will be closed until the combustibles are removed from the basement and upper level.
2. The combustibles in the basement as well as the upper level must be removed by 12-18-2015 or a court order will be pursued to close the occupancy, and remove all store items. The entire building will remain closed until all levels are brought up to the current sprinkler code, and combustibles removed from the basement and upper level.
3. The walk in cooler will have suppression added as soon as a contractor can install it.
4. The attic sprinkler system will be functional by 06-15-2016.
5. The second level sprinkler system will have the new heads installed and brought up to code by 12-15-2016. If plans for remodel of 2nd floor are submitted by 6-15-2016, the sprinkler system deadline can be delayed to 6-15-2017.
6. The City Building Dept. needs to be consulted and a permit obtained in regards to first floor rest rooms.
7. Plans must be submitted to the Building and Fire Departments for the upper level.

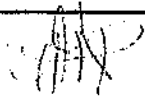
**Maria's Signature:**

Fred decided the following:

1. The combustibles need to be removed from the basement by tomorrow at 4:45 pm. If they are not removed the Ballroom will be closed until the combustibles are removed from the basement and upper level.
2. The combustibles in the basement as well as the upper level must be removed by 12-18-2015 or a court order will be pursued to close the occupancy, and remove all items from the entire building until all levels are brought up to the current sprinkler code, and combustibles removed from the basement and upper level.
3. The walk in cooler will have suppression added as soon as a contractor can install it.
4. The attic sprinkler system will be functional by 06-15-2016.
5. The second level sprinkler system will have the new heads installed and brought up to code by 12-15-2016. If plans for remodel of 2nd floor are submitted by 6-15-2016, the sprinkler system deadline can be delayed to 6-15-2017.
6. The City Building Dept. needs to be consulted and a permit obtained in regards to first floor rest rooms.
7. Plans must be submitted to the Building and Fire Departments for the upper level.

Re-inspection to be performed on or before: 12/4/2015

The next "Periodic" is due on or before: 12/3/2016



12-3-15

381-1035

Page 2 of 3

LSO Shayne Murphy 12/11/2015

I called and reminded Maria that the upper level had to have the combustibles removed by Friday, 12-18-2015. I also told her I would be over on Friday afternoon to check, and Fire Marshal Hotz is going to close the entire building if combustibles are not removed.

LSO Shayne Murphy 12/18/2015

Fire Marshal Hotz and I met Maria and her son Fran at the store. We re-inspected the basement and upper level. The majority of the combustibles were removed. Fred gave the go ahead to use the ballroom provided the occupancy load does not exceed OL permit.

Fred also advised Maria her children could use the small electric cars in the basement, provided it is kept free of combustibles.

The second level was discussed, it currently has several stud walls. Fred is concerned with the fire load.... He advised Maria she would need to get plans drawn, obtain a permit, and get a time frame put in place when the construction would be started/completed. Fred will discuss the second level concerns with Building Director Lewis. The walls may need to be removed if the completion date is too far into the future.

Attic Dry System is to be functional by 6-15-2016.

The second level sprinkler system will have the new heads installed and brought up to code by 12-15-2016. If plans for remodel of 2nd floor are submitted by 6-15-2016, the sprinkler system deadline can be delayed to 6-15-2017.

The City Building Dept. needs to be consulted and a permit obtained in regards to first floor rest rooms and time frame to complete.

Sprinkler head needs to be dropped down to the ceiling of the rear exit area. IMMEDIATELY

LSO Shayne Murphy 3/11/2016

I called and spoke with Maria and her son Fran. I reminded them of the agreement signed 12-03-2015. Maria advised she had a copy and gave the phone to Fran. I explained to Fran per the agreement #4, The attic sprinkler system will be functional by 06-15-2016. #5. The second level sprinkler system will have the new heads installed and brought up to code by 12-15-2016. If plans for remodel of the 2nd floor are submitted by 06-15-2016, the sprinkler system deadline can be delayed to 06-15-2017. I advised Fran these deadlines were firm and the violations must be completed on time. I also advised we had received a report from Bamford dated 02-08-2016, which Fran had signed with major deficiencies. Later in the day Fran and Maria came to City Hall and visited with Fred and I regarding the outstanding sprinkler violations. Fred is going to talk to Building Director Lewis, and Doug from Bamford, Inc. A game plan going forward will be decided on and we will inform Fran and Maria.

LSO Shayne Murphy 3/17/2016

Received a call from Doug at Bamford. Doug advised he plans to start work on Azteca Market soon, his plans are to have the owners insulate the attic space with noncombustible insulation. Doug hopes to have work begin on the second level next week, replacing the heads and installing a new wet riser. I asked Doug if this work was all per code, and if so, would the building be up to date with the sprinkler system? Doug advised it would be current and per code. I advised Doug we were not familiar with the insulation install and he would need to approve the work.



Fire Marshal Hotz 3/28/2016

A discussion took place with Doug Bamford...Bamford Sprinkler Contractor. Doug had proposed to Maria (owner of Azteca Market) that instead of sprinkling the attic space above the second floor, they could fill the attic with insulation. This understanding was based upon a misunderstanding of the code, thinking that an attic space is equivalent to a concealed space.

In this conversation, we discussed the requirement that the attic will need to be sprinkled and we offered the idea of pushing dry pipe into the attic from the wet second floor system and eliminating the dry system altogether. This appeared to be the only solution, but more costly for materials than what had been originally planned for.

The option of completing the attic sprinkler system in the June and then completing the second floor system in Dec. was flipped and it was requested that the second floor be completed first and then the attic. I approved this change as long as significant progress was being made, I did not have a preference.

In the last discussions, it was determined that the 2nd floor and the attic would need to be completed at the same time. I approved this on the condition that it would be done by June 15, 2016.

This order to sprinkler the building goes back as far and as long as previous owners and the current owner was ordered on 4/22/2011.

The deadline of 6/15/2016 stands.

Fire Marshal Hotz 7/14/2016

On Tuesday July 12th I called the contractor (Bamford) that Maria Garcia has been using to find out what has been completed. Maria has not been in any kind of contact with the contractor.

The time certain date to complete the work has therefore been passed over again. Phase II is not even started and was to be completed in June.

I informed the son, Francisco, this date, that the store is to close its doors by Monday morning the 18th.

The following day, I was contacted by the sprinkler contractor, Doug Roeder (Bamford Sprinkler) and was told that he was contacted by both Maria and Francisco and that they have asked him to complete the second phase of the project. He told me he could have the materials by mid-August, start the work immediately and be finished by mid-September. He asked for a completion date of Oct. 1, 2016 for the second floor phase two of project.

I decided to give approval to extend the time certain date to Oct. 1, 2016 for phase II. When Maria returns to the country, I will have a conversation about phase III and about the temporary occupancy of the ballroom being revoked.

| Activity Date | Activity Cause | Activity Type         | Complete | Parties Name  | InspectorName  | Violation Counts |
|---------------|----------------|-----------------------|----------|---------------|----------------|------------------|
| 07/14/2016    | Reinspection   | Periodic              | ✓        | Azteca Market | Hotz, Fred     | 1                |
| 03/28/2016    | General        | Life Safety Officer W | ✓        | Azteca Market | Hotz, Fred     | 0                |
| 03/17/2016    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 1                |
| 03/11/2016    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 1                |
| 12/18/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 2                |
| 12/11/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 1                |
| 12/03/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 3                |
| 11/17/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 1                |
| 09/11/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 3                |
| 06/12/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 5                |
| 05/06/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 5                |
| 04/02/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 8                |
| 04/01/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 12               |
| 03/31/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 18               |
| 03/26/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 17               |
| 03/23/2015    | Reinspection   | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 15               |
| 03/19/2015    | Periodic       | Periodic              | ✓        | Azteca Market | Murphy, Shayne | 28               |
| 12/11/2012    | General        | Sprinkler System Ins  | ✓        | Azteca Market | Mayer, John    | 0                |
| 11/01/2011    |                | Referral              | ✓        | Maria Garcia  | Mayer, John    | 1                |
| 10/07/2011    | Reinspection   | Sprinkler System Rev  | ✓        | Maria Garcia  | Mayer, John    | 0                |
| 09/21/2011    | General        | Referral              | ✓        | Maria Garcia  | Rohling, Curt  | 1                |

16,000 sq. ft.  
 - basement  
 1<sup>st</sup>  
 2<sup>nd</sup>  
 attic

---

\* Began a business without permit to occupy

\* she was given time to comply - 2011

\* Compliance issues re-addressed 2015

\* - 1<sup>st</sup> floor done in 2011

- Freezer done in 2015

- 2<sup>nd</sup> Dec. 15 2016 not done

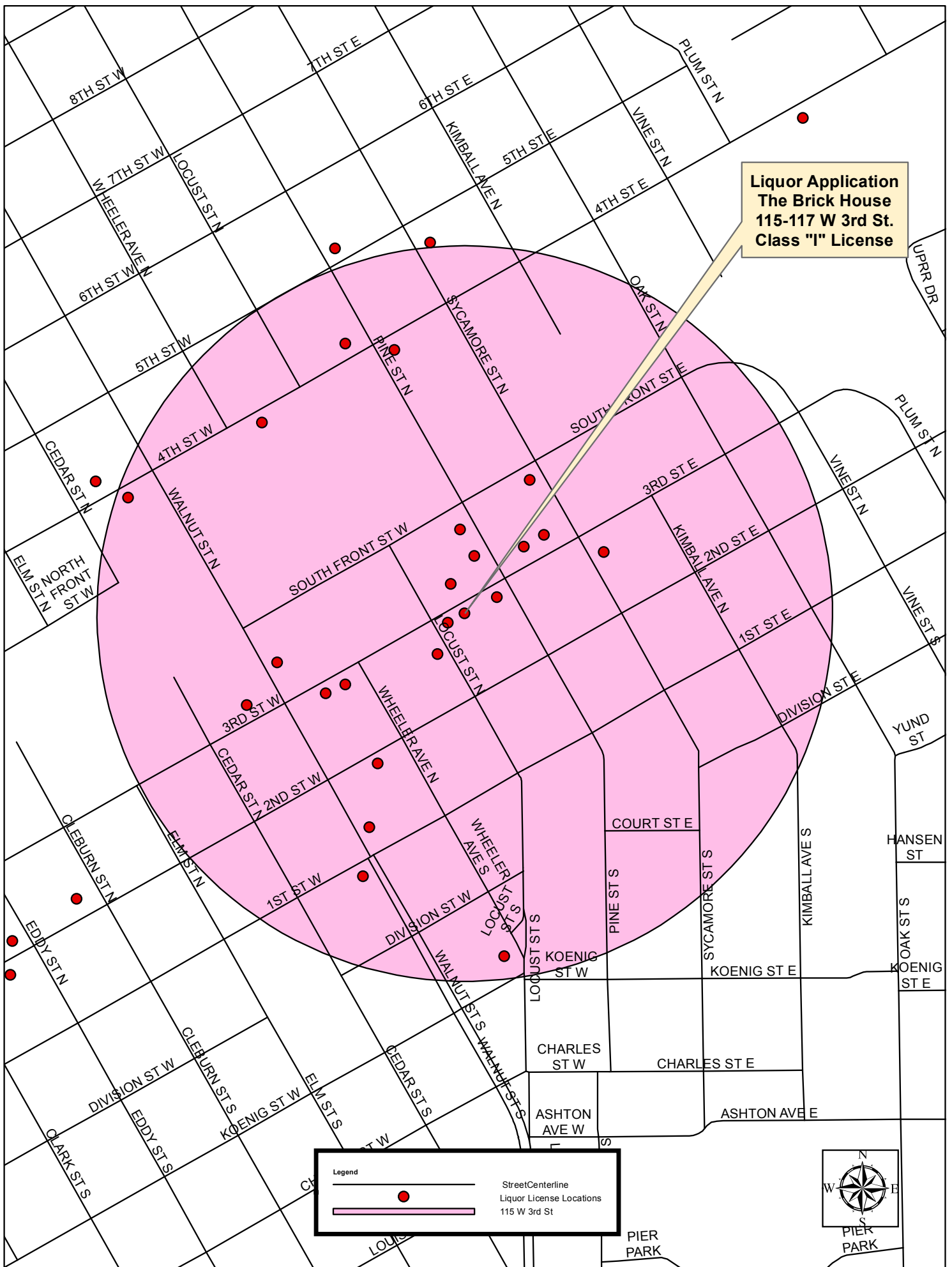
- Attic June 15 2016 not done

2015 \* opened Ballroom No Permit (currently Temp) <sup>has not</sup> building or fire egress

2015 \* Began Construction No Permit (currently STOP WORK)

\* <sup>opened</sup> ~~constructed~~ Ballroom 2<sup>nd</sup> floor framing for Residential

- Purchased Brickhouse > construction.





# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item E-2

**Public Hearing on Request from Simbert, LLC dba Peacock Lounge, 2430 Broadwell Avenue for a Class “C” Liquor License**

*Council action will take place under Consent Agenda item G-5.*

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** September 27, 2016

**Subject:** Public Hearing on Request from Simbert, LLC dba  
Peacock Lounge, 2430 N. Broadwell Avenue for a Class  
“C” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

### **Declared Legislative Intent**

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
  - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
  - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

## **Discussion**

Simbert, LLC dba Peacock Lounge, 2430 N. Broadwell Avenue has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted with the application was a request from Guadalupe Valderaz, 240 North Waldo Avenue for a Liquor Manager Designation.

Staff recommends approval of the application contingent upon final inspections and Liquor Manager Designation for Guadalupe Valderaz contingent upon completing a state approved alcohol server/seller training program.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for Simbert, LLC dba Peacock Lounge, 2430 N. Broadwell Avenue for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Guadalupe Valderaz, 240 North Waldo Avenue contingent upon completion of a state approved alcohol server/seller training program.



09/19/16  
10:08

Grand Island Police Department  
LAW INCIDENT TABLE

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1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 08:00:00 07/19/2016  
Date disposition declared : 07/28/2016  
Incident number : L16072369  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 2430 Broadwell Ave N  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received :  
Agency code : GIPD GIPD Grand Island Police Dept  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number :  
Geobase address ID : 1323  
Long-term call ID :  
Clearance Code : CL CL Case Closed  
Judicial Status :  
=====

INVOLVEMENTS:

| Px | Record # | Date     | Description           | Relationship      |
|----|----------|----------|-----------------------|-------------------|
| NM | 100641   | 08/04/16 | Jamson, Paul          | Building Owner    |
| NM | 30293    | 07/26/16 | Ackerman, Kristen M   | Owner/Manager     |
| NM | 103667   | 07/26/16 | Valderaz, Guadalupe P | Owner             |
| NM | 179536   | 07/26/16 | Peacock Lounge,       | Business Involved |

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code   | Miscellaneous |
|----|-------|---------------------|---------------|
| 1  | LT03  | LT03 Bar/Night Club |               |

LAW INCIDENT NARRATIVE:

11:09:17 07/26/2016 - Vitera D  
The Peacock Lounge is applying for a new liquor license, and Kristen Ackerman is applying to be the liquor manager.

LAW INCIDENT RESPONDERS DETAIL:

| Se | Responding offi | Unit n | Unit number |
|----|-----------------|--------|-------------|
| -- | -----           | -----  | -----       |



09/19/16  
10:08

Grand Island Police Department  
LAW INCIDENT TABLE

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2

1 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name     | Date                |
|-----|----------|---------------------|
| 1   | Vitera D | 12:37:57 07/26/2016 |



09/19/16  
10:08

Grand Island Police Department  
LAW INCIDENT TABLE

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318

Grand Island Police Department  
Supplemental Report

Date, Time: Tue Jul 26 12:38:10 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

A company called "SimBert," which is owned by Guadalupe Valderaz and Kristen Ackerman, is applying for a Class C (beer, wine, distilled spirits on & off sale) LLC Retail Liquor license for the Peacock Lounge. They are leasing the building from Paul Jamson. Paul advised that he is maintaining the rights to the name "Peacock Lounge."

Neither Guadalupe nor Kristen listed a spouse on the application. Guadalupe has lived in Grand Island since at least 1976 while Kristen has lived in Grand Island at different times for more than 20 years. Guadalupe didn't list any criminal convictions while Kristen listed: No Proof of Insurance in 1999, Driving Under Suspension in 2000, Driving During Suspension in 2002, No Pet Registration and Vaccination in 2005, Disturbing the Peace in 2009, Procure/Sell to a Minor in 2012, and Theft in May of 2016. Kristen is also applying to be the liquor manager.

I checked each applicant through Spillman and NCJIS. Guadalupe didn't have any potential violations listed in Spillman. I didn't find any indication of undisclosed convictions for Kristen in Spillman, however, I did find several code compliance complaints.

In July of 2014, someone complained about Kristen's property having trash and tall weeds coupled with motor oil being drained onto the sidewalk. A GIPD Community Service Officer (CSO) responded to the complaint, verified and addressed the complaint which was taken care of in the allotted timeframe. In December of 2014, a CSO responded to a similar complaint at Kristen's property. This time, it took about four months to gain compliance. During that time, new violations popped up. The last entry on the complaint is in August of 2015 where the CSO said that a reporting error caused the information to not reach the city attorney's office, but the violations were taken care of by the recheck in August. Another code violation complaint was investigated in April of this year alleging that there was trash, junk, and furniture scattered around on the property. The complaint was resolved in the allotted time.

Guadalupe does not have any convictions listed in NCJIS, and Kristen doesn't have any undisclosed convictions in NCJIS. Guadalupe and Kristen each have a valid Nebraska driver's license, and neither one of them have any outstanding warrants for their arrest.

I did a general Internet search on Guadalupe and Kristen but didn't find anything of interest. I also checked a paid law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I found that Guadalupe had three civil judgments against her that all went to collections. One for \$713 which she was released from in 1996. One for \$2,245 which she was released from in 2008, and one for \$122 which she was released from in 2008.

Kristen had seven civil judgments listed. Five of them were from Hall County



09/19/16  
10:08

Grand Island Police Department  
LAW INCIDENT TABLE

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and were all turned over to collections. The other two were in Los Angeles County. I found information online about the Los Angeles County cases. In one case, the notes say, "Judgment entered as a final disposition on 5/4/92 for (Musgrove, Daniel Bragg) against (Ackerman, Russ), (Ackerman, Kristen). Total \$250." The case status shows "Disposed by judgment" and the case file was destroyed in 2006. The other case shows that a judgment was entered as a final disposition on 12/30/96 against Kristen Marie Ackerman for a total of \$1641.50. The disposition is unknown, and the case file was ordered destroyed in 2007.

I called General Collection about some of the Hall County judgments. I was told they used to have five judgments against Kristen and six "open accounts." The open accounts terminology means that the cases never went to court, a lawsuit was never filed, and the judgments were paid voluntarily. The total between the open accounts and the judgments was \$4575.98. The entire balance has been paid with the last payment being in March of this year. Although some of the payments were made voluntarily, the last of the money was paid through a garnishment of wages.

Besides the judgments listed in the paid online law enforcement-only database, I found two more civil judgments in Hall County by looking in NCJIS. These two judgments have been satisfied. While Kristen has had a lot of judgments against her with most of them going to collections, it appears that they have all been satisfied.

I called Guadalupe on 7/29/16 and set up a meeting with her and Kristen on 8/3/16 at 0900. Nebraska State Patrol Investigator Joe Hansen and I met with Kristen and Guadalupe at the Peacock as scheduled. Paul Jamson was also there. He owns the building and advised that his grandfather started the Peacock back in the 1950's. Paul said even though Kristen and Guadalupe formed a company called "SimBert," they are just using the name of the Peacock and leasing the building from him. Guadalupe had told me on the phone when we set up the meeting that she works full time at the college. When we met, she said she has worked for Central Community College for forty-two years. Guadalupe said her main role for SimBert is to be the bookkeeper.

Investigator Hansen went through a checklist of questions with the applicants. When he was done, I went through the application with Kristen and Guadalupe. I'm going to summarize the rest of the interview due to receiving a call from RaNae Edwards and Kristen Ackerman on 8/4/16 saying that the application has been pulled.

In summary, the issues with this application are that Kristin has been convicted of selling alcohol to a minor which I believe violates Nebraska State Statute 53-131.01 dealing with new licenses. Kristen has a recent theft conviction from May of this year, Kristen has had numerous civil judgments rendered against her over the past twenty years (which have all eventually been satisfied), and Kristen had several code enforcement issues which were also all eventually rectified. The theft conviction, civil judgments, and code compliance problems could fall under Nebraska State Statute 53-125 (2). One final issue is that Kristen and Guadalupe stated on the application that they weren't borrowing any money from anyone to establish and/or operate the business. While interviewing them, they said they will borrow \$15,000 to \$20,000 from Paul Jamson if they get a liquor license. The failure to disclose that information on the application could fall under the Rules and Regulations of the Nebraska Liquor Control Act 010.01.

All in all, the GIPD would not recommend that the Council give local approval to



09/19/16  
10:08

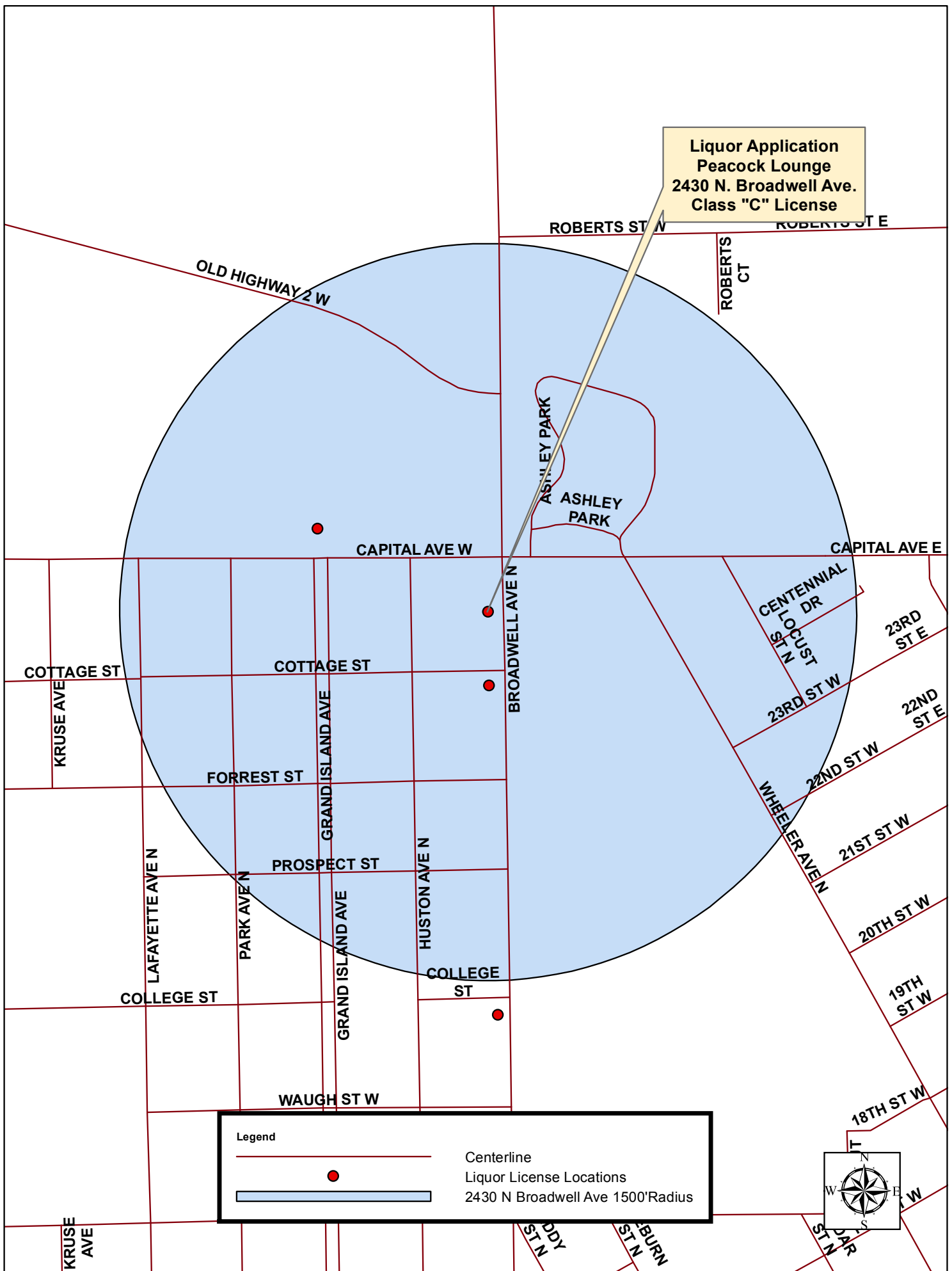
Grand Island Police Department  
LAW INCIDENT TABLE

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5

this application the way it stands now. It will be revisited when a new application is submitted.

On 8/15/16, I received an email from RaNae Edwards stating the Peacock is now going back to Council on 8/23/16. RaNae said that she has not received an amended application. If that's the case, the GIPD still recommends that the Council not give local approval to this application for the reasons stated above. The statutes are attached.

On 9/1/16, I received a new liquor license application for the Peacock Lounge. I have reviewed this new application. Since Kristen Ackerman is no longer on the application as an owner or manager, the GIPD has no objection to Guadalupe Valderaz receiving a liquor license for the Peacock Lounge.



Liquor Application  
Peacock Lounge  
2430 N. Broadwell Ave.  
Class "C" License

Legend

Centerline

Liquor License Locations

2430 N Broadwell Ave 1500'Radius



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item E-3

**Public Hearing on Request from YZ GYZS, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N for a Catering Designation to Class “C-113025” Liquor License**

*Council action will take place under Consent Agenda item G-6.*

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** September 27, 2016

**Subject:** Public Hearing on Request from YZ GYZ, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N for a Catering Designation to Class “C-113025” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

YZ GYZ, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N has submitted an application for a catering designation to their Class “C-113025” Liquor License. This request would allow The Filling Station to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL).

## **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Police, and Health Departments.

## **Alternatives**

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

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



### **Recommendation**

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

### **Sample Motion**

Move to approve the application for a catering designation from YZ GYZ, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N Liquor License "C-113025".



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item F-1

**#9600 - Consideration of Annexation of Property Proposed for Platting as Caldwell Subdivision an Addition to the City of Grand Island located at the South East Corner of Shady Bend Road and Seedling Mile Road (Final Reading)**

Staff Contact: Chad Nabity



# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** September 27, 2016

**Subject:** An Ordinance to include Caldwell Subdivision as an Addition to the City of Grand Island, Nebraska

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

## **Background**

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limit of the City of Grand Island be annexed into the City at the time of subdivision approval.

Kenneth D. Caldwell and Pamela R. Caldwell as the owners of the property, submitted Caldwell Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on August 10, 2016.

## **Discussion**

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the second reading of the ordinance. The first reading was approved by the City Council at their August 23, 2016 meeting. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

No new residences would be added to the City as a result of this annexation however 3 lots will be created.

## **Alternatives**

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

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

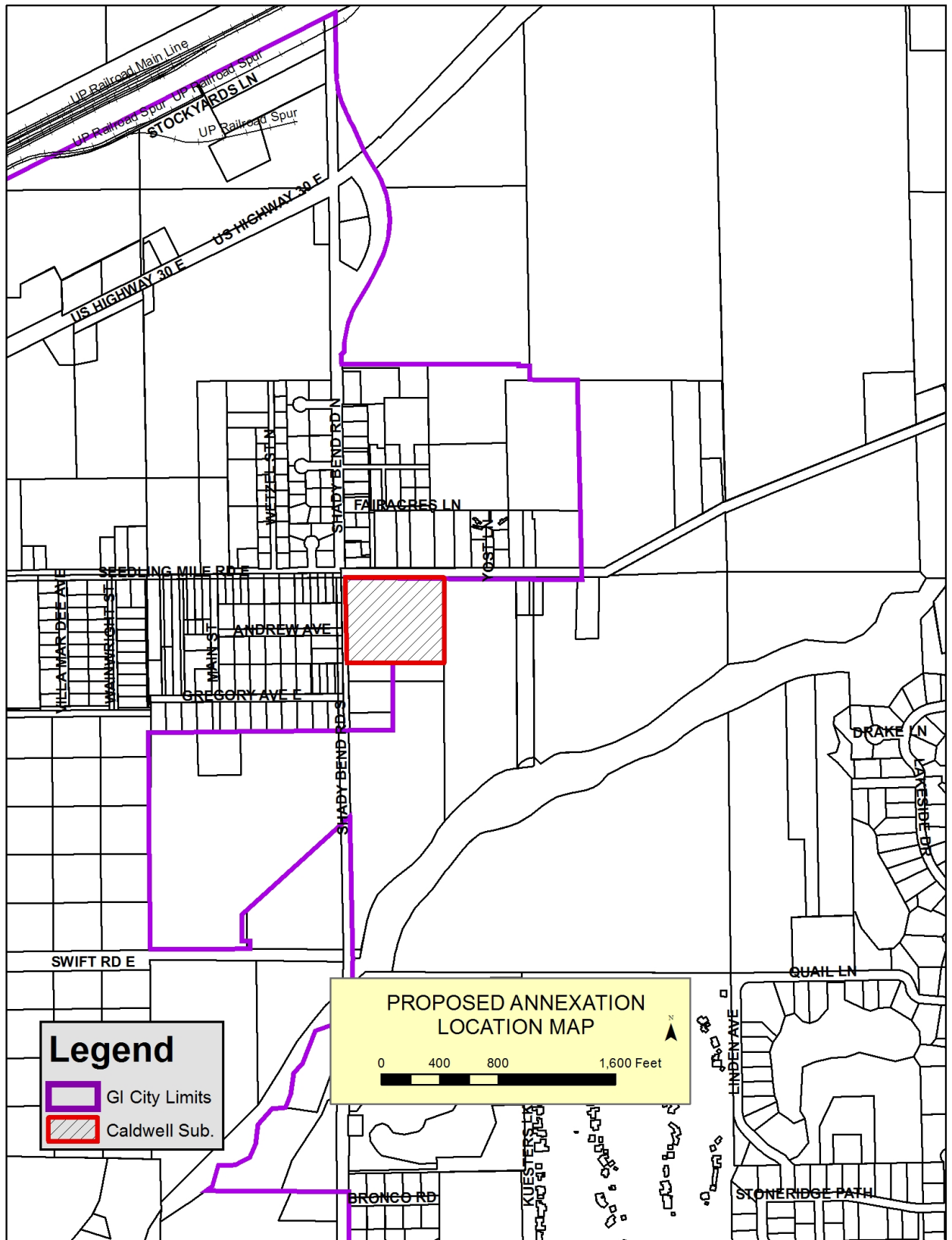
### **Recommendation**

City Administration recommends that the Council pass the annexation ordinance.

### **Sample Motion**

Move to approve the annexation ordinance on first reading.





\* This Space Reserved For Register of Deeds \*

### ORDINANCE NO. 9600

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Caldwell Subdivision in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Kenneth D. Caldwell and Pamela R. Caldwell, as owners of the property submitted a plat of Caldwell Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

WHEREAS, according to Neb. R.R.S. §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

|                     |   |               |
|---------------------|---|---------------|
| Approved as to Form | ☐ | _____         |
| September 23, 2016  | ☐ | City Attorney |



ORDINANCE NO. 9600 (Cont.)

WHEREAS, on August 23, 2016 the City Council of the City of Grand Island approved such annexation on first reading and on September 13, 2016 approved such annexation on second reading and on September 27, 2016 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

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

ORDINANCE NO. 9600 (Cont.)

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

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

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

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

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

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

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



ORDINANCE NO. 9600 (Cont.)

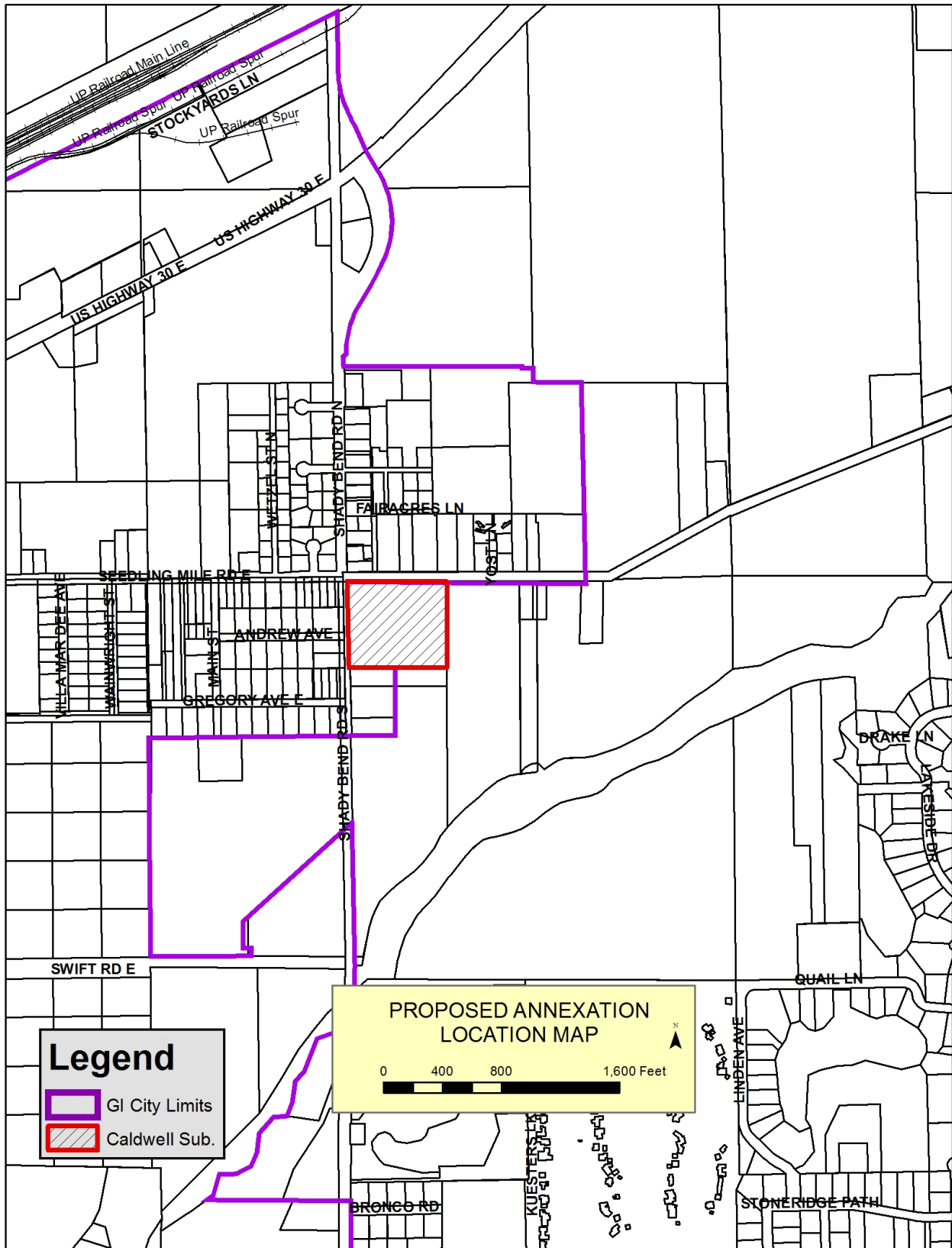
Enacted: September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

ORDINANCE NO. 9600 (Cont.)





# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item F-2

**#9605 - Consideration of Vacation of Sanitary Sewer Easement in Miracle Valley Second Subdivision (Joseph M & Lori J Brown – 2807 N Engleman Road & Randall J & Brenda S Skarka – 2819 N Engleman Road)**

Staff Contact: John Collins, P.E. - Public Works Director



# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** September 27, 2016

**Subject:** Consideration of Vacation of Sanitary Sewer Easement in Miracle Valley Second Subdivision  
(Joseph M & Lori J Brown – 2807 N Engleman Road & Randall J & Brenda S Skarka – 2819 N Engleman Road)

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

A sanitary sewer easement was dedicated with the plat of Miracle Valley Second Subdivision and filed with Hall County Register of Deeds on May 29, 2009 as Document No. 200904160. This sanitary sewer easement is no longer needed.

## **Discussion**

The property owners, Joseph M & Lori J Brown, are requesting to vacate such dedicated sanitary sewer easement within Miracle Valley Second Subdivision. There are no utilities currently within this easement that will be affected by the vacation. The attached sketch details the referenced easement to be vacated.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council pass an ordinance vacating the sanitary sewer easement located in Miracle Valley Second Subdivision.

## **Sample Motion**

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9605

An ordinance to vacate an existing sanitary sewer easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing sanitary sewer easement located in Miracle Valley Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Lot 1-

Beginning at the northwest corner of Lot One (1), Miracle Valley Second Subdivision, point being Thirty Five (35.0) feet east and Twenty (20.0) feet south to an existing easement and being the point of beginning; thence south and parallel with the west line and Thirty Five (35.0) feet east of said Lot One (1) a distance of One Hundred Thirteen and Five Tenths (113.5); thence east along the south line of said Lot One (1) a distance of Twenty (20.0) feet, thence northerly a distance of One Hundred Thirteen and Five Tenths (113.5) feet to a point on the southerly line of a Twenty (20.0) foot easement, thence west a distance of Twenty (20.0) feet to the point of beginning.

Lot 2-

Beginning at the northwest corner of Lot Two (2), Miracle Valley Second Subdivision; thence easterly and along the north line of Lot Two (2) a distance of Thirty Five (35.0) feet to the point

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |

ORDINANCE NO. 9605 (Cont.)

of beginning; thence south and parallel with the west line and Thirty Five (35.0) feet east of said Lot Two (2) a distance of Two Hundred Sixty Eight and Twenty Four Hundredths (268.24) feet to an existing Eight (8.0) foot easement; thence east along the north line of the existing Eight (8.0) foot easement distance of Twenty (20.0) feet, thence north parallel to the west line of said Lot Two (2) a distance of Two Hundred Sixty Eight and Twenty Four Hundredths (268.24) feet to the north line of said Lot Two (2), thence west Twenty (20.0) feet to the point of beginning.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Easement Vacation Exhibit 1 attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

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

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

Enacted: September 27, 2016

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



**Pt. SW 1/4, Sec. 2, T11N - R10W  
Unplatted**

**Lot 1**  
(1.447 Ac.)

**Lot 2**  
(2.928 Ac.)

**Block 2**  
**Jack Voss Second Subdivision**

**Jack Voss Horse Country Club Subdivision**

**Pt. Lot 7**

**LEGEND**

- Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- Indicates 1/2" Iron Pipe w/ Survey Cap Placed Unless Otherwise Noted
- A - Indicates ACTUAL Distance
- R - Indicates RECORDED Distance

**STATE OF NEBRASKA**  
COUNTY OF HALL  
JUL 22 2009  
JUL 22 2009  
JUL 22 2009  
JUL 22 2009

**Surveyor's Certificate**

I hereby certify that on April 8, 2009, I completed an accurate survey of "MIRACLE VALLEY SECOND SUBDIVISION", in the City of Grand Island, Nebraska, as shown on the accompanying plot thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plot thereof are well and accurately stated off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plot; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

**Approvals**

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River, and the Villages of Ada, Cairo and Dorispan, Nebraska.

Chairman May 6, 2009

Approved and accepted by the City of Grand Island, Nebraska, this 12 day of May, 2009.

Margaret Horvath, Mayor  Paul Joe Edwards, City Clerk

(Seal)

**Legal Description**

A tract of land comprising all of Lot One (1), Miracle Valley Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 4.375 acres more or less.

**Dedication**

KNOW ALL MEN BY THESE PRESENTS, that JOSEPH M. BROWN and LORI J. BROWN, husband and wife, being the owners of the land described herein, have caused same to be surveyed, subdivided, platted and designated as "MIRACLE VALLEY SECOND SUBDIVISION" in the City of Grand Island, Nebraska, as shown on the accompanying plot thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description herein as appears on this plot is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska, this 1st day of May, 2009.

Joseph M. Brown  Lori J. Brown

**Acknowledgement**

State Of Nebraska ss  
County Of Hall ss  
On the 1st day of May, 2009, before me, Deryl D. Sorgenfrei, a Notary Public within and for said County, personally appeared JOSEPH M. BROWN and LORI J. BROWN, husband and wife, and to me personally known to be the identical persons whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires February 13, 2012.

Deryl D. Sorgenfrei, Notary Public

**MIRACLE VALLEY SECOND SUBDIVISION**

**IN THE CITY OF GRAND ISLAND, NEBRASKA**

RUCKWELL AND ASSOC. LLC - ENGINEERING & SURVEYING - GRAND ISLAND, NEBRASKA Sheet No. 1 OF 1



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item F-3

### **#9606 - Consideration of Approving Salary Ordinance**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** September 27, 2016

**Subject:** Salary Ordinance

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the changes to the salary ordinance.

## **Discussion**

The City Of Grand Island (City) maintains a labor agreement with the International Brotherhood of Electrical Workers (IBEW) Local 1597 (Utilities Department). An amendment to the labor agreement presented to Council on September 27, 2016 creates the position of Utilities Groundman. The proposed salary ordinance would reflect the amendment changes.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve Salary Ordinance # 9606.

## **Sample Motion**

Move to approve Salary Ordinance #9606.



## ORDINANCE NO. 9606

An ordinance to amend Ordinance 9599 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to rename the non-union position of Assistant Utilities Director—Distribution to Assistant Utilities Director—Engineering/Business Operations; to amend the salary ranges of non-union employees; to add the position and salary range of Utility Groundman to the IBEW Utilities labor agreement; to amend the salary ranges of employees covered under the IBEW Utilities, IBEW Finance, IBEW Wastewater and the IBEW Service Clerical labor agreements; to amend the salary ranges of employees covered under the IAFF labor agreement;~~ and to repeal those portions of Ordinance No. 9599 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

| <b>Classification</b>               | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|-------------------------------------|-------------------------------------|---------------------------------|
| Accountant                          | 24.3126/35.4090                     | Exempt                          |
| Accounting Technician – Solid Waste | 19.5260/24.4854                     | 40 hrs/week                     |
| Assistant to the City Administrator | 22.9200/32.2648                     | Exempt                          |

Approved as to Form    ☐ \_\_\_\_\_  
September 21, 2016    ☐ City Attorney

ORDINANCE NO. 9606 (Cont.)

| <b>Classification</b>                                             | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|-------------------------------------------------------------------|-------------------------------------|---------------------------------|
| Assistant Finance Director                                        | 32.9968/47.6559                     | Exempt                          |
| Assistant Public Works Director / Manager of Engineering Services | 37.7743/54.2593                     | Exempt                          |
| Assistant Utilities Director – Engineering/Business Operations    | 50.8928/72.7995                     | Exempt                          |
| Assistant Utilities Director – Production                         | 52.8344/75.1064                     | Exempt                          |
| Assistant Utilities Director – Transmission                       | 52.8344/77.2019                     | Exempt                          |
| Attorney                                                          | 31.9363/47.4075                     | Exempt                          |
| Biosolids Technician                                              | 19.3682/28.7671                     | 40 hrs/week                     |
| Building Department Director                                      | 34.3474/50.2154                     | Exempt                          |
| CADD Operator                                                     | 21.1060/30.3529                     | 40 hrs/week                     |
| Cemetery Superintendent                                           | 24.2651/35.3204                     | Exempt                          |
| City Administrator                                                | 69.4139/81.0483                     | Exempt                          |
| City Attorney                                                     | 46.6266/62.8430                     | Exempt                          |
| City Clerk                                                        | 31.1918/41.9708                     | Exempt                          |
| Civil Engineer I                                                  | 30.0101/42.6444                     | Exempt                          |
| Civil Engineer II                                                 | 34.0560/49.0428                     | Exempt                          |
| Civil Engineering Manager – Utility PCC                           | 42.4840/56.4371                     | Exempt                          |
| Collection System Supervisor                                      | 24.4720/35.1373                     | 40 hrs/week                     |
| Community Service Officer – Part time                             | 16.0216/21.8416                     | 40 hrs/week                     |
| Custodian – Library, Police                                       | 14.2258/20.3715                     | 40 hrs/week                     |
| Customer Service Representative – Part time                       | 9.8850/13.6081                      | 40 hrs/week                     |
| Customer Service Team Leader                                      | 19.8856/27.2214                     | Exempt                          |
| Electric Distribution Superintendent                              | 36.9413/51.1559                     | Exempt                          |
| Electric Distribution Supervisor                                  | 31.1960/42.9612                     | 40 hrs/week                     |
| Electric Underground Superintendent                               | 32.8985/45.5663                     | Exempt                          |
| Electrical Engineer I                                             | 28.4483/41.1268                     | Exempt                          |
| Electrical Engineer II                                            | 32.9968/47.6559                     | Exempt                          |
| Emergency Management Deputy Director                              | 26.7273/38.8064                     | Exempt                          |
| Emergency Management Director                                     | 38.0388/55.2138                     | Exempt                          |
| Engineer I – Public Works                                         | 30.9998/44.0430                     | Exempt                          |
| Engineer I – WWTP                                                 | 30.9998/43.6156                     | Exempt                          |
| Engineering Technician - WWTP                                     | 21.0571/29.0698                     | 40 hrs/week                     |
| Equipment Operator - Solid Waste                                  | 18.2915/26.2408                     | 40 hrs/week                     |
| Finance Director                                                  | 43.2640/65.9135                     | Exempt                          |

ORDINANCE NO. 9606 (Cont.)

| <b>Classification</b>                          | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|------------------------------------------------|-------------------------------------|---------------------------------|
| Finance Operations Supervisor                  | 22.8303/31.8219                     | Exempt                          |
| Fire Chief                                     | 42.6060/64.1018                     | Exempt                          |
| Fire EMS Division Chief                        | 36.1441/51.3723                     | Exempt                          |
| Fire Operations Division Chief                 | 36.1441/51.3723                     | Exempt                          |
| Fire Prevention Division Chief                 | 35.3704/49.2884                     | Exempt                          |
| Fleet Services Shop Foreman                    | 24.0828/35.9580                     | 40 hrs/week                     |
| GIS Coordinator - PW                           | 28.2416/41.1809                     | 40 hrs/week                     |
| Golf Course Superintendent                     | 24.8718/35.8958                     | Exempt                          |
| Grounds Management Crew Chief – Cemetery       | 20.9033/30.2816                     | 40 hrs/week                     |
| Grounds Management Crew Chief – Parks          | 22.2415/31.8399                     | 40 hrs/week                     |
| Human Resources Director                       | 38.1420/54.6416                     | Exempt                          |
| Human Resources Benefits/Risk Mgmt Coordinator | 23.1524/34.2574                     | 40 hrs/week                     |
| Human Resources Recruiter                      | 23.1524/34.2574                     | 40 hrs/week                     |
| Human Resources Specialist                     | 23.1524/34.2574                     | 40 hrs/week                     |
| Information Technology Manager                 | 37.0143/55.8684                     | Exempt                          |
| Legal Secretary                                | 20.6847/27.9549                     | 40 hrs/week                     |
| Librarian I                                    | 22.8301/27.6438                     | Exempt                          |
| Librarian II                                   | 25.4900/31.0018                     | Exempt                          |
| Library Assistant I                            | 13.2925/19.2105                     | 40 hrs/week                     |
| Library Assistant II                           | 16.4269/23.2552                     | 40 hrs/week                     |
| Library Assistant Director                     | 33.0625/50.6375                     | Exempt                          |
| Library Director                               | 41.1416/61.9101                     | Exempt                          |
| Library Page                                   | 9.4500/13.0367                      | 40 hrs/week                     |
| Library Secretary                              | 16.3489/22.6524                     | 40 hrs/week                     |
| Maintenance Worker – Golf                      | 15.9582/24.9970                     | 40 hrs/week                     |
| Meter Reader Supervisor                        | 22.8303/29.4775                     | Exempt                          |
| MPO Program Manager                            | 24.7948/37.2171                     | Exempt                          |
| Office Manager – Police Department             | 19.3355/27.8150                     | 40 hrs/week                     |
| Parks and Recreation Director                  | 41.3888/62.9729                     | Exempt                          |
| Parks Superintendent                           | 30.8275/43.7165                     | Exempt                          |
| Payroll Specialist                             | 19.9220/28.1091                     | 40 hrs/week                     |
| Planning Director                              | 39.3374/59.4009                     | Exempt                          |
| Police Captain                                 | 36.2358/52.2150                     | Exempt                          |
| Police Chief                                   | 44.9146/64.1018                     | Exempt                          |



ORDINANCE NO. 9606 (Cont.)

| <b>Classification</b>                          | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|------------------------------------------------|-------------------------------------|---------------------------------|
| Power Plant Maintenance Supervisor             | 34.5020/46.6150                     | Exempt                          |
| Power Plant Operations Supervisor              | 36.6273/50.6401                     | Exempt                          |
| Power Plant Superintendent – Burdick           | 41.4575/57.0760                     | Exempt                          |
| Power Plant Superintendent – PGS               | 47.7943/65.7695                     | Exempt                          |
| Public Information Officer                     | 27.4354/40.9095                     | Exempt                          |
| Public Works Director                          | 44.5283/66.3350                     | Exempt                          |
| Public Works Engineer                          | 32.3635/46.7971                     | Exempt                          |
| Receptionist                                   | 15.7641/24.1323                     | 40 hrs/week                     |
| Recreation Coordinator                         | 22.8296/32.5196                     | Exempt                          |
| Recreation Superintendent                      | 31.4938/47.9823                     | Exempt                          |
| Regulatory and Environmental Manager           | 38.1989/48.9803                     | Exempt                          |
| Senior Electrical Engineer                     | 37.4510/52.1496                     | Exempt                          |
| Senior Public Safety Dispatcher                | 19.3681/25.9995                     | 40 hrs/week                     |
| Senior Utility Secretary                       | 18.7632/24.0633                     | 40 hrs/week                     |
| Shooting Range Superintendent                  | 27.5615/41.5311                     | Exempt                          |
| Solid Waste Division Clerk - Full Time         | 19.0241/24.0447                     | 40 hrs/week                     |
| Solid Waste Division Clerk - Part Time         | 16.9388/21.8338                     | 40 hrs/week                     |
| Solid Waste Foreman                            | 22.0816/30.8341                     | 40 hrs/week                     |
| Solid Waste Superintendent                     | 32.1728/47.4535                     | Exempt                          |
| Street Superintendent                          | 30.5923/44.6933                     | Exempt                          |
| Street Foreman                                 | 23.4658/34.1031                     | 40 hrs/week                     |
| Turf Management Specialist                     | 22.3531/31.6433                     | 40 hrs/week                     |
| Utilities Director                             | 72.3810/96.4843                     | Exempt                          |
| Utility Production Engineer                    | 36.9261/54.4330                     | Exempt                          |
| Utility Warehouse Supervisor                   | 26.1175/36.7494                     | 40 hrs/week                     |
| Victim Assistance Unit Coordinator             | 15.9750/23.3035                     | 40 hrs/week                     |
| Victim/Witness Advocate                        | 14.6433/21.3609                     | 40 hrs/week                     |
| Wastewater Plant Chief Operator                | 23.4439/32.8585                     | 40 hrs/week                     |
| Wastewater Plant Engineer                      | 33.6168/49.7621                     | Exempt                          |
| Wastewater Plant Operations Engineer           | 32.4735/47.8596                     | Exempt                          |
| Wastewater Plant Maintenance Supervisor        | 24.9808/35.3205                     | 40 hrs/week                     |
| Wastewater Plant Regulatory Compliance Manager | 32.4759/38.7699                     | Exempt                          |
| Water Superintendent                           | 31.0260/45.3774                     | Exempt                          |
| Water Supervisor                               | 24.5083/35.6579                     | 40 hrs/week                     |

ORDINANCE NO. 9606 (Cont.)

| <b>Classification</b>                 | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|---------------------------------------|-------------------------------------|---------------------------------|
| Worker / Seasonal                     | 9.0000/20.0000                      | Exempt                          |
| Worker / Seasonal                     | 9.0000/20.0000                      | 40 hrs/week                     |
| Worker / Temporary                    | 9.0000/20.0000                      | 40 hrs/week                     |
| Worker / Parks & Recreation Part time | 9.0000/20.0000                      | 40 hrs/week                     |

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work any hours or portion thereof that begins between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

| <b>Classification</b>               | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|-------------------------------------|-------------------------------------|---------------------------------|
| Equipment Operator – Streets        | 19.2927/28.5794                     | 40 hrs/week                     |
| Fleet Services Mechanic             | 21.5575/31.9391                     | 40 hrs/week                     |
| Horticulturist                      | 22.0953/32.7942                     | 40 hrs/week                     |
| Maintenance Worker – Cemetery       | 18.2409/27.0444                     | 40 hrs/week                     |
| Maintenance Worker – Parks          | 17.9931/26.6925                     | 40 hrs/week                     |
| Maintenance Worker – Streets        | 17.9849/26.6613                     | 40 hrs/week                     |
| Senior Equipment Operator – Streets | 20.7054/30.7097                     | 40 hrs/week                     |
| Senior Maintenance Worker – Streets | 20.5626/30.4979                     | 40 hrs/week                     |
| Traffic Signal Technician           | 20.4204/30.2871                     | 40 hrs/week                     |

ORDINANCE NO. 9606 (Cont.)

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

| <b>Classification</b>            | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|----------------------------------|-------------------------------------|---------------------------------|
| Accounting Clerk                 | 17.1747/22.7274                     | 40 hrs/week                     |
| Cashier                          | 16.1078/21.9496                     | 40 hrs/week                     |
| Custodian                        | 17.3168/20.4487                     | 40 hrs/week                     |
| Electric Distribution Crew Chief | 33.1338/42.1399                     | 40 hrs/week                     |
| Electric Underground Crew Chief  | 33.1338/42.1399                     | 40 hrs/week                     |
| Engineering Technician I         | 20.2823/29.0202                     | 40 hrs/week                     |
| Engineering Technician II        | 25.0730/34.3783                     | 40 hrs/week                     |
| Instrument Technician            | 30.7736/40.6546                     | 40 hrs/week                     |
| Lineworker Apprentice            | 22.3011/32.7003                     | 40 hrs/week                     |
| Lineworker First Class           | 32.5714/38.5227                     | 40 hrs/week                     |
| Materials Handler                | 24.0652/32.2588                     | 40 hrs/week                     |
| Meter Reader                     | 18.6488/24.3187                     | 40 hrs/week                     |
| Meter Technician                 | 25.1338/31.0630                     | 40 hrs/week                     |
| Payroll Clerk                    | 17.1747/22.7274                     | 40 hrs/week                     |
| Power Dispatcher I               | 29.1939/40.5910                     | 40 hrs/week                     |
| Power Dispatcher II              | 30.6628/42.6266                     | 40 hrs/week                     |
| Power Plant Maintenance Mechanic | 29.7946/37.0998                     | 40 hrs/week                     |
| Power Plant Operator             | 32.6470/38.0280                     | 40 hrs/week                     |
| Senior Accounting Clerk          | 19.1655/25.1053                     | 40 hrs/week                     |
| Senior Engineering Technician    | 32.6595/39.9680                     | 40 hrs/week                     |
| Senior Materials Handler         | 29.1633/38.0396                     | 40 hrs/week                     |
| Senior Meter Reader              | 22.0869/26.2145                     | 40 hrs/week                     |
| Senior Power Dispatcher          | 36.5342/50.1352                     | 40 hrs/week                     |
| Senior Power Plant Operator      | 35.7892/45.8804                     | 40 hrs/week                     |
| Senior Substation Technician     | 39.6994/41.1455                     | 40 hrs/week                     |
| Senior Water Maintenance Worker  | 24.3938/32.1211                     | 40 hrs/week                     |



ORDINANCE NO. 9606 (Cont.)

| <b>Classification</b>    | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|--------------------------|-------------------------------------|---------------------------------|
| Substation Technician    | 36.7512/38.2101                     | 40 hrs/week                     |
| Systems Technician       | 32.3881/41.1455                     | 40 hrs/week                     |
| Tree Trim Crew Chief     | 29.8621/37.0845                     | 40 hrs/week                     |
| Utility Electrician      | 28.6586/37.6629                     | 40 hrs/week                     |
| Utility Groundman        | <u>20.0000/28.0000</u>              | <u>40 hrs/week</u>              |
| Utility Technician       | 27.7195/38.9914                     | 40 hrs/week                     |
| Utility Warehouse Clerk  | 21.5966/26.6451                     | 40 hrs/week                     |
| Water Maintenance Worker | 19.9348/27.5678                     | 40 hrs/week                     |
| Wireworker I             | 23.48 81/33.2122                    | 40 hrs/week                     |
| Wireworker II            | 32.5714/38.5227                     | 40 hrs/week                     |

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

| <b>Classification</b> | <b>Hourly Pay Range<br/>Min/Max</b> |  |
|-----------------------|-------------------------------------|--|
| Police Officer        | 20.3647/31.1988                     |  |
| Police Sergeant       | 25.4884/38.2746                     |  |

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked,

ORDINANCE NO. 9606 (Cont.)

vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

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

| <b>Classification</b>   | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|-------------------------|-------------------------------------|---------------------------------|
| Fire Captain            | 19.9429/27.6524                     | 212 hrs/28 days                 |
| Firefighter / EMT       | 15.1020/21.9163                     | 212 hrs/28 days                 |
| Firefighter / Paramedic | 17.0188/24.0361                     | 212 hrs/28 days                 |
| Life Safety Inspector   | 22.9354/32.5426                     | 40 hrs/week                     |

ORDINANCE NO. 9606 (Cont.)

|                 |                 |                 |
|-----------------|-----------------|-----------------|
| Shift Commander | 24.3197/31.8276 | 212 hrs/28 days |
|-----------------|-----------------|-----------------|

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

| <b>Classification</b>                  | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|----------------------------------------|-------------------------------------|---------------------------------|
| Accounting Technician – WWTP           | 17.4298/24.5254                     | 40 hrs/week                     |
| Equipment Operator – WWTP              | 18.0428/25.3881                     | 40 hrs/week                     |
| Maintenance Mechanic I                 | 18.4488/25.9593                     | 40 hrs/week                     |
| Maintenance Mechanic II                | 21.1658/29.7825                     | 40 hrs/week                     |
| Maintenance Worker – WWTP              | 18.9035/26.5992                     | 40 hrs/week                     |
| Wastewater Clerk                       | 14.8892/20.9503                     | 40 hrs/week                     |
| Wastewater Plant Laboratory Technician | 19.8728/27.9629                     | 40 hrs/week                     |
| Wastewater Plant Operator I            | 17.6136/24.7844                     | 40 hrs/week                     |
| Wastewater Plant Operator II           | 19.6465/27.6448                     | 40 hrs/week                     |

Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25



ORDINANCE NO. 9606 (Cont.)

cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

| <b>Classification</b>                    | <b>Hourly Pay Range<br/>Min/Max</b> | <b>Overtime<br/>Eligibility</b> |
|------------------------------------------|-------------------------------------|---------------------------------|
| Accounting Technician – Streets          | 18.4474/24.6252                     | 40 hrs/week                     |
| Accounts Payable Clerk                   | 17.1226/24.7731                     | 40 hrs/week                     |
| Administrative Assistant                 | 18.9977/27.2480                     | 40 hrs/week                     |
| Administrative Assistant - Parks         | 18.7801/26.6898                     | 40 hrs/week                     |
| Audio Video Technician                   | 18.9071/26.6730                     | 40 hrs/week                     |
| Building Inspector                       | 21.7593/30.8738                     | 40 hrs/week                     |
| Community Development Administrator      | 20.6968/29.7579                     | 40 hrs/week                     |
| Community Development Specialist         | 18.9977/27.2480                     | 40 hrs/week                     |
| Computer Operator                        | 22.7520/29.9089                     | 40 hrs/week                     |
| Community Service Officer                | 16.0216/21.8416                     | 40 hrs/week                     |
| Computer Programmer                      | 23.6772/34.6995                     | 40 hrs/week                     |
| Computer Technician                      | 23.4344/30.8067                     | 40 hrs/week                     |
| Crime Analyst                            | 20.7194/29.4144                     | 40 hrs/week                     |
| Electrical Inspector                     | 21.7593/30.8738                     | 40 hrs/week                     |
| Emergency Management Coordinator         | 18.7801/26.6898                     | 40 hrs/week                     |
| Engineering Technician – Public Works    | 21.2585/29.9816                     | 40 hrs/week                     |
| Evidence Technician                      | 16.5199/24.1747                     | 40 hrs/week                     |
| Finance Secretary                        | 16.8826/23.9929                     | 40 hrs/week                     |
| GIS Coordinator                          | 26.5496/37.2543                     | 40 hrs/week                     |
| Maintenance Worker I – Building, Library | 16.4879/22.3139                     | 40 hrs/week                     |

ORDINANCE NO. 9606 (Cont.)

|                                          |                 |             |
|------------------------------------------|-----------------|-------------|
| Maintenance Worker II – Building, Police | 17.3754/23.5542 | 40 hrs/week |
| Planning Technician                      | 23.2256/32.6774 | 40/hrs/week |
| Plans Examiner                           | 22.5088/31.9374 | 40 hrs/week |
| Plumbing Inspector                       | 21.7593/30.8738 | 40 hrs/week |
| Police Records Clerk – Full Time         | 15.1442/21.0800 | 40 hrs/week |
| Public Safety Dispatcher                 | 16.5289/24.1441 | 40 hrs/week |
| Shooting Range Operator                  | 22.8260/30.9411 | 40 hrs/week |
| Stormwater Program Manager               | 21.5743/30.4270 | 40 hrs/week |
| Utility Secretary                        | 16.8826/23.9929 | 40 hrs/week |

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work any hours or a portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five

ORDINANCE NO. 9606 (Cont.)

hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees covered by the IBEW Service/Clerical labor agreement in the Community Service Officer Full Time position shall be paid a uniform allowance at the rate of \$10.00 per pay period. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$10.00 per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.



ORDINANCE NO. 9606 (Cont.)

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,500 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

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

ORDINANCE NO. 9606 (Cont.)

Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at  $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$ ), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at  $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$ ). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW

ORDINANCE NO. 9606 (Cont.)

Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at  $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$ .) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at  $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$ ). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at  $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$ ), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave



ORDINANCE NO. 9606 (Cont.)

bank at the time of their death, not to exceed six hundred forty hours (50% x 1,280 hours = 640 hrs.), based on the employee's salary at the time of their death.

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

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

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

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

ORDINANCE NO. 9606 (Cont.)

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 3, 2016.

SECTION 13. Those portions of Ordinance No. 9599 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: September 27, 2016

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

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



# **City of Grand Island**

**Tuesday, September 27, 2016**

**Council Session**

## **Item G-1**

### **Approving Minutes of September 13, 2016 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 13, 2016

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 13, 2016. Notice of the meeting was given in *The Grand Island Independent* on September 7, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Michelle Fitzke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council Esdras Castaneda.

INVOCATION was given by Pastor Tim Kilstrom, Spirit of Life Church, 2304 Macron Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Fred Tustin, Collection System Supervisor with the Wastewater Treatment Plant of the Public Works Department for 40 Years of Service with the City of Grand Island. Mayor Jensen and the City Council recognized Fred Tustin for his 40 years of service with the City. Mr. Tustin was present for the recognition.

Recognition of Police Sergeant Dale Hilderbrand for 25 Years of Service with the Grand Island Police Department. Mayor Jensen and the City Council recognized Sergeant Dale Hilderbrand for his 25 years of service with the Grand Island Police Department. Sergeant Hilderbrand was present for the recognition.

BOARD OF EQUALIZATION: Motion by Donaldson, second by Minton to adjourn to the Board of Equalization. Motion adopted.

#2016-BE-5 (B) - Consideration of Determining Benefits for Downtown Business Improvement District 2013. Finance Director Renae Griffiths reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Downtown BID 2013. Special assessments were for the amount of \$97,828.62 (70%) or \$98,345.04 (100%). Presented were two Resolutions with the 70% and 100% assessment for owner occupied residents. Veronica Zuniga, 120 West Koenig Street requested the lower assessment.

Motion by Donaldson, second by Nickerson to approve Resolution #2016-BE-5 (B). Upon roll call vote, all voted aye. Motion adopted.



RETURN TO REGULAR SESSION: Motion by Hehnke, second by Paulick to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Steadfast Builders, LLC for a Conditional Use Permit for Parking a Food Trailer on the South Side of the Building Located at 1504 North Eddy Street. Building Department Director Craig Lewis reported that an application had been received from Steadfast Builders, LLC for a Conditional Use Permit to allow for a temporary food trailer on the south side of the building located at 1504 North Eddy Street. Staff recommended approval for one year. Lowell Poland, 1512 No. Eddy Street spoke in support. No further public testimony was heard.

Public Hearing on Request from David and Debra McMullen for a Conditional Use Permit to Allow Construction of a New House while Living in the Existing House located at 3225 N. Webb Road. Building Department Director Craig Lewis reported that an application had been received from David and Debra McMullen for a Conditional Use Permit to allow for the construction of a new house while they lived in the existing house located at 3225 N. Webb Road. Staff recommended approval for one year. David McMullen, 3225 N. Webb Road spoke in support. Paul Wicht, 1708 Jerry Drive questioned the process. No further public testimony was heard.

Public Hearing on Request from Steve and Beckie Glause for a Conditional Use Permit for a 99' Monopole for Wireless Telecom located at 235 Roberts Road. Building Department Director Craig Lewis reported that an application had been received from Verizon Wireless on behalf of Steve and Beckie Glause for a Conditional Use Permit for a 99' Telecommunication Tower located at 235 W. Roberts Road. Staff recommended. Jeffrey Skinner representing Verizon Wireless spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 804 W. Stolley Park Road (Hall County School District 2). Utilities Director Tim Luchsinger reported acquisition of a utility easement located at 804 W. Stolley Park Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would provide for underground electric line which would replace the existing overhead connection between two power lines. The relocation was necessary to accommodate the new traffic signals at Adams Street and Stolley Park Road. Staff recommended approval. No public testimony was heard.

Public Hearing on Budget Amendment for Community Development Block Grant 13-CR-002, 13-CR-102 and 14-CR-002. Community Development Specialist Charley Falmlen reported that the proposed budget amendments would move all remaining funds from all Comprehensive Revitalization grants into the "Public Facilities" category which would accommodate the National Objectives for such work as that of Lions Club Park and the ADA Ramps. Staff recommended approval. No public testimony was heard.

Public Hearing on Proposed Fiscal Year 2016-2017 City of Grand Island and Community Redevelopment Authority (CRA) Budgets (Cont.). Finance Director Renae Griffiths reviewed

changes to the FY2016-2017 Budget. Staff recommended approval. No public testimony was heard.

Public Hearing on Establishing Rates for the General Property Occupation Tax for Downtown Parking District No. 1 for FY 2016-2017. Finance Director Renae Griffiths reported this was the annual Council action to establish the occupation tax for Downtown Improvement and Parking District No. 1. FY 2016-2017 occupation tax factor was \$.1563 per square foot and would provide taxes of \$38,142.85. Staff recommended approval. No public testimony was heard.

Public Hearing on General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2016-2017. Finance Director Renae Griffiths reported that state statutes required the City to conduct a public hearing if the property tax request changes from one year to the next. Property tax request for FY 2016-2017 general property tax was \$9,509,021, Parking District No. 2 at \$8,000, and the Community Redevelopment Authority property tax at \$762,834. Staff recommended approval. No public testimony was heard.

Public Hearing on Annual Report by the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee on the Economic Development Program Plan. Dehn Renter, member of the Citizen Advisory Review Committee (CARC) stated the CARC had met and recommended approval of the EDC Annual Report. Dave Taylor, president of Grand Island Area Economic Development Corporation (GIAEDC) gave the annual report. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way in N ½ SW ¼ SW ¼ Section 27-11-9; 3205 S Locust Street (Milton Motels, LLC). Public Works Director John Collins reported that acquisition of public right-of-way was needed to allow for the development of Talon Apartments First Subdivision located at 3205 South Locust Street. Staff recommended approval. No public testimony was heard.

#### ORDINANCES:

#9600 - Consideration of Annexation of Property Proposed for Platting as Caldwell Subdivision an Addition to the City of Grand Island located at the South East Corner of Shady Bend Road and Seedling Mile Road (Second Reading).

Motion by Paulick, second by Minton to approve Ordinance #9600 on second reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9601 - Consideration of Creation of Water Main District 469T - Engleman Road from Stolley Park Road, North 1/2 Mile

#9602 - Consideration of Assessments for Downtown Business Improvement District 2013

#9603 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

#9604 - Consideration of Approving FY 2016-2017 Annual Single City Budget and the Annual Appropriations Bill

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

#9601 - Consideration of Creation of Water Main District 469T - Engleman Road from Stolley Park Road, North 1/2 Mile

Utilities Director Tim Luchsinger reported that the proposed Water Main District 469T was an integral part of the Master Plan in order to link between the supply, storage and distribution components of the system. The project would provide a new water main along Engleman Road from Stolley Park Road, north for ½ mile, and connect to the existing piping. The construction completes the westerly backbone of the water system.

Motion by Minton, second by Jones to approve Ordinance #9601.

City Clerk: Ordinance #9601 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9601 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9601 is declared to be lawfully adopted upon publication as required by law.

#9602 - Consideration of Assessments for Downtown Business Improvement District 2013

Motion by Donaldson, second by Stelk to approve Ordinance #9602 (B).

City Clerk: Ordinance #9602 (B) on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9602 (B) on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9602 (B) is declared to be lawfully adopted upon publication as required by law.

**#9603 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1**

Motion by Paulick, second by Hehnke to approve Ordinance #9603.

City Clerk: Ordinance #9603 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9603 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9603 is declared to be lawfully adopted upon publication as required by law.

**#9604 - Consideration of Approving FY 2016-2017 Annual Single City Budget and the Annual Appropriations Bill**

Mayor Jensen commented on the quality of the leadership team. He committed to a balanced General Fund budget for 2017-2018.

Motion by Nickerson, second by Paulick to approve Ordinance #9604.

City Clerk: Ordinance #9604 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Donaldson, Hehnke, Jones, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

City Clerk: Ordinance #9604 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Donaldson, Hehnke, Jones, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9604 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of August 23, 2016 City Council Regular Meeting.

Approving Re-appointment of Tom Gdowski to the Community Redevelopment Authority (CRA) Board.

#2016-210 - Approving Acquisition of Utility Easement - 804 W. Stolley Park Road - Hall County School District 2.



#2016-211 - Approving Budget Amendment and Contract Extension for Community Development Block Grant 13-CR-002, 13-CR-104 and 14-CR-002 (4th Street & Lion's Club Park).

#2016-212 - Approving Designating Portions of Jefferson Street and 3rd Street at 1306 West 3rd Street as No Parking.

#2016-213 - Approving Certificate of Final Completion for South Locust Traffic Signal Relocation; Project No. 2016-TS-1 with Heartland Electric Company of Grand Island, Nebraska.

#2016-214 - Approving Certificate of Final Completion for the 2015 Asphalt Resurfacing Project No. 2015-AC-1 with J.I.L. Asphalt Paving Co., Inc. of Grand Island, Nebraska.

#2016-215 - Approving Change Order No. 1 for Annual Pavement Markings for the Streets Division of the Public Works Department with Straight-Line Striping, Inc. of Grand Island, Nebraska for an Increase of \$17,000.00 and a Revised Contract Amount of \$94,918.00.

#2016-216 - Approving Certificate of Final Completion for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G (Prairie Land Construction, Inc.) with Prairie Land Construction, Inc., of Loomis, Nebraska.

#2016-217 - Approving Acquisition of Public Right-of-Way in N ½ SW ¼ SW ¼ Section 27-11-9; 3205 S Locust Street (Milton Motels, LLC).

#### REQUESTS AND REFERRALS:

Consideration of a Request from Steadfast Builders, LLC for a Conditional Use Permit for Parking a Food Trailer on the South Side of the Building Located at 1504 North Eddy Street. This item was related to the aforementioned Public Hearing. Discussion was held regarding maintaining the property and parking lot space. Lowell Poland stated they eventually would like to operate a restaurant out of the existing building.

Motion by Paulick, second by Minton to approve for one year. Upon roll call vote, all voted aye. Motion adopted.

Consideration of a Request from David and Debra McMullen for a Conditional Use Permit to Allow Construction of a New House while Living in the Existing House located at 3225 N. Webb Road. This item was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Hehnke to approve for one year. Upon roll call vote, all voted aye. Motion adopted.

Consideration of a Request from Verizon Wireless on behalf of Steve and Beckie Glause for a Conditional Use Permit for a 99' Monopole for Wireless Telecom located at 235 Roberts Road. This item was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Donaldson to approve with a lighted tower. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2016-218 - Consideration of Approving General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2017. This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Minton to approve Resolution #2016-218. Upon roll call vote, all voted aye. Motion adopted.

#2016-219 - Consideration of Approving 1% Increase to the Restricted Revenues Lid Limit. Finance Director Renae Griffiths reported that in 1998 the Nebraska State Legislature passed LB 989 which put a lid on the amount of restricted revenues a political subdivision could budget for. The restricted revenues that the City of Grand Island included in the budget were: Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and Municipal Equalization Funds. The additional 1% increase for FY 2016-2017 State of Nebraska budget report would increase the prior year restricted revenues base by \$294,784.01. This increase in restricted funds authority was not an increase in budgeted revenues or authorized expenditures. It only provided the ability to increase restricted revenues in order to budget all restricted revenue funding sources each budget year.

Motion by Jones, second by Minton to approve Resolution #2016-219. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Donaldson, Hehnke, Jones, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

#2016-220 - Consideration of Approving the Annual Report by the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee on the Economic Development Program Plan. This item was related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve Resolution #2016-220. Upon roll call vote, all voted aye. Motion adopted.

#2016-221 - Consideration of Approving Funding for Grand Island Area Economic Development Corporation. Economic Development President Dave Taylor presented the application for funding \$350,000 to the Grand Island Area Economic Development Corporation.

Motion by Stelk, second by Paulick to approve Resolution #2016-221. Upon roll call vote, all voted aye. Motion adopted.

#2016-222 - Consideration of Approving Economic Development Incentive Agreement with Borer Wholesale, 147 East Roberts Street. Economic Development President Dave Taylor presented the LB840 Incentive Agreement for Borer Wholesale, 147 East Roberts Street in the amount of \$117,000.00 to create 8 additional full-time employees. Borer Wholesale is an existing business of wholesale supplier of irrigation, municipal and industrial line shaft turbine pumps and a repair center for irrigation pumps. They currently have 10 employees. The company

intends to expand their market share by conducting more municipal and industrial work and increasing their presence in the export market.

Motion by Donaldson, second by Hehnke to approve Resolution #2016-222. Upon roll call vote, all voted aye. Motion adopted.

#2016-223 - Consideration of Approving Economic Development Incentive Agreement with Inland Truck Parts Company, 4400 College Boulevard, Suite 145, Overland Park, Kansas. Economic Development President Dave Taylor presented the LB840 Incentive Agreement for Inland Truck Parts Company, 4400 College Boulevard, Suite 145, Overland Park, Kansas in the amount of \$197,000.00 to create 20 new full-time employees. Inland Truck Parts Company will be located at the Platte Valley Industrial Park, Lot #16. They are one of the country's largest after-market wholesale truck parts distributors and shop service providers in the U.S. They are 100% employee owned with approximately 650 employee owners in 28 locations.

Motion by Paulick, second by Jones to approve Resolution #2016-223. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Hehnke to approve the Claims for the period of August 24, 2016 through September 13, 2016 for a total amount of \$6,311,213.44. Unanimously approved.

OTHER ITEMS:

ADJOURN TO EXECUTIVE SESSION: Motion by Paulick, second by Hehnke to adjourn to Executive Session at 8:51 p.m. for the purpose of a strategy session with respect to Labor Negotiations with the Fraternal Order of Police (FOP) #24. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Donaldson, second by Hehnke to return to Regular Session at 9:47 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:47 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, September 27, 2016**

**Council Session**

## **Item G-2**

### **Approving Minutes for September 20, 2016 City Council Study Session**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

September 20, 2016

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 20, 2016. Notice of the meeting was given in the *Grand Island Independent* on September 14, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Miranda Keiper.

INVOCATION was given by Community Youth Council member Miranda Keiper followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

General and Financial Information on Food & Beverage Occupation Tax. City Administrator Marlan Ferguson stated the Food and Beverage Tax had been in place since July 2016 with estimated revenue of \$2 million.

Kent Birnie, 1224 West Anna Street commented on his small business and the impact this tax would have on his business.

Ron Depue, 208 North Locust Street commented on the Food and Beverage Oversight Tax Committee meeting last Thursday, September 15, 2016.

Assistant Finance Director William Clingman stated it was the responsibility of the business owner to consult with a tax professional and/or the Nebraska Department of Revenue when figuring the food and beverage tax. The Food and Beverage tax rate was 1.5% and was applicable to food and beverages subject to Nebraska sales tax which included alcoholic beverages. Returns of the taxes were due by or must be postmarked on the 25<sup>th</sup> of the following month. Late returns were subject to a 10% penalty and interest of 1% for each month they were late.

Reviewed was the history of the food and beverage tax total receipts since 2008. FY 2015-2016 total receipts were \$1,718,878.80 through August 2016. Mr. Clingman gave an example of how to calculate the tax, what was subject to the tax and what was non-taxable. Occupation tax was subject to sales tax. The Finance Department was working with the restaurant owners in making sure the correct tax was collected.

Currently there were three establishments on payment plans. The following three commercial establishments were past due: Uncle Ed's Steakhouse, Carnivore's, and McKinney's.

Mr. Clingman stated they had been working with the Health Department in identifying who had food permits and were required to pay the tax.

Parks and Recreation Director Todd McCoy stated his department had a long list of worthwhile and overdue projects that could benefit from the food and beverage tax funding. The following four major projects were:

Veterans Athletic Field Complex Expansion – expanding the Veterans Athletic Field Complex would alleviate scheduling conflict with local leagues and provide facilities to keep pace with the growing demand of area competitive sports teams. With the improvements, the complex would be a desirable location for state and regional tournaments. It was estimated that the annual expense to operate the additional fields was approximately \$75,000 for staffing, fuel, fertilizer, electricity, weed control, equipment, etc.

Island Oasis Expansion and Update – in 2004 an Aquatic Master Plan was completed recommending a dedicated children's play pool be added to Island Oasis. In 2007 the City hired Water Technology and Olsson and Associates to design a children's area project. Funding had not been available to complete the project. A budget of \$1.7 million was estimated to complete a dedicated children's wet play area at Island Oasis. It was estimated that the annual expense to operate the additional expansion was approximately \$50,000 for staffing, additional pool chemicals, natural gas, electricity, and maintenance.

Heartland Public Shooting Park 100-Meter Range – the immediate need to a new range is driven by the National 4-H Shooting Championships. The National 4-H Shooting Championships has continued to grow each year. The existing 100-meter range no longer meets their needs. Building a new range would also make HPSP more attractive to new regional and national events. Additionally, the range would enhance existing HPSP events like Zombies in the Heartland, American Marksman, Sportsman Team Challenge, Steel Challenge, and more. Engineers have estimated the new range to cost near \$800,000.

Second Large Baseball Field – the American Legion Baseball Field at Ryder Park is Grand Island's only true large competitive baseball field. Since the addition of high school baseball and the explosion of select teams, Grand Island is in need of an additional 90' base field. A new baseball field would accommodate more teams and take pressure off Ryder and Ashley fields. The new baseball field project including facilities is estimated to cost \$750,000.

Additionally, the Parks and Recreation Department had a number of ongoing needs for park updates, hike/bike trail expansion, and more. Below is a tentative list of potential projects to be completed in the next five years.

|      |                                              |            |
|------|----------------------------------------------|------------|
| 2016 | Fieldhouse Turf                              | \$ 170,145 |
| 2017 | Vet's Soccer Concession/Bathroom Bldg        | \$ 250,000 |
| 2017 | Lions Park Irrigation                        | \$ 50,000  |
| 2017 | Sterling Parks Phase 3                       | \$ 150,000 |
| 2017 | Misc: Replace Playground, Parking Lots, etc. | \$ 150,000 |

|      |                                              |                    |
|------|----------------------------------------------|--------------------|
| 2018 | Phase II Veterans Complex                    | \$1,500,000        |
| 2018 | Replace Original Two Water Park Slides       | \$ 300,000         |
| 2018 | Island Oasis Expansion                       | \$1,700,000        |
| 2018 | Sterling Park Phase 4                        | \$ 150,000         |
| 2018 | Misc: Replace Playground, Parking Lots, etc. | \$ 150,000         |
| 2018 | Hike/Bike Trail Development                  | \$ 250,000         |
| 2019 | HPSP 100 Meter Range                         | \$ 800,000         |
| 2019 | Seawall Sucks Lake South Bank                | \$ 200,000         |
| 2019 | Baseball Field Ryder Park                    | \$ 750,000         |
| 2019 | Grace Abbott Band Stand                      | \$ 100,000         |
| 2019 | Hike/Bike Trail Development                  | \$ 75,000          |
| 2019 | Misc: Replace Playground, Parking Lots, etc. | \$ 150,000         |
| 2020 | George Park Field Upgrade                    | \$ 200,000         |
| 2020 | Splash Pad                                   | \$ 400,000         |
| 2020 | Skate Park Upgrades                          | \$ 300,000         |
| 2020 | Hike/Bike Trail Development                  | \$ 75,000          |
| 2020 | Misc: Replace Playground, Parking Lots, etc. | \$ 150,000         |
| 2021 | Misc: Replace Playground, Parking Lots, etc. | \$ 175,000         |
| 2021 | Hike/Bike Trail Development                  | \$ 75,000          |
|      |                                              | <b>\$8,270,145</b> |

City Administration was recommending the consideration of a ten year \$5 million bond to fund the completion of the four major projects. Annual bond payments were estimated at \$541,623. Conservative estimates show the food and beverage revenue would generate \$6.25 million during the same time period.

Discussion was held regarding the additional cost of maintaining these additional facilities which would require additional employees. Mentioned was the need for an indoor community pool and archery range.

Kurt Haecker, 2604 Riverside Drive on behalf of the Executive Committee of Grow Grand Island presented a brief overview of Grow Grand Island. Their mission was to grow Grand Island, cultivate bold ideas that create business and quality of life opportunities in our region through planning, partnering and doing.

The following goals were presented for Grow Grand Island:

- Help Existing Businesses Grow
- Assist & Nurture Entrepreneurial Culture
- Enhance Community Image & Marketing Activities
- Improve Educational Attainment that Align w/Employer Needs
- Continue to Develop our Community Assets

Grow Grand Island, Inc. a non-profit organization was in the process of applying for a 501 c 3 status in order to accept funds from the City.

Chamber of Commerce President Cindy Johnson explained the following Grow Grand Island (GGI) grant process:

- GGI finalizes project in committee
- Submits application (growgrandisland.com)
- App. Reviewed by GGI Grant Committee
- Grand Committee recommendation of GGI Exec.
- GGI Exec approves/denies/approves different \$\$\$
- GGI Exec. Reviews finances
- Grant App. Signed by GGI Exec. Chair, Grant Chair, Finance Chair, & authorized City Official (when applicable)

Ms. Johnson stated there were currently 13 projects at a cost of \$1,700,000. She also commented on the function of the Oversight Committee. It was to advise the public and city officials with regard to the food and beverage tax; confirm the food and beverage tax revenues are accounted for in the designated special revenue funds; and confirm the collected funds are being expended on eligible projects as provided by city ordinances.

Husker Harvest Days was mentioned regarding funding from GGI and what the City could do to help keep this venue in Hall County.

City Attorney Jerry Janulewicz explained the agreement between the City of Grand Island and Grow Grand Island, Inc. with regard to the Food and Beverage Tax. He stated the voter-approved ballot measure directed the occupation tax be used for the following community enhancements:

1. The annual financial commitment to the Nebraska State Fair as required by state law;
2. Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
3. Ongoing enhancement and development of recreational and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
4. Invest in community development projects and activities that stimulate progress and growth for Grand Island.

Grow Grand Island, Inc., a Nebraska nonprofit corporation (“GGI”), was organized and established through the effort of community minded individuals and organizations for the purpose of promoting, encouraging, and developing projects and programs to promote entertainment, agricultural and livestock shows, trade shows and similar events that would attract visitors to Grand Island and to invest in community development projects and activities that stimulate progress and growth for Grand Island.

ADJOURNMENT: The meeting was adjourned at 8:39 p.m.

RaNae Edwards  
City Clerk





# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-3

### **Approving Re-appointments of Gail Yenny, Ray O'Connor, and Tom O'Neill and Appointment of Mike Schuster to the Citizens Advisory Review Committee Board**

*Mayor Jensen has submitted the re-appointments of Gail Yenny, Ray O'Connor, and Tom O'Neill to the Citizens Advisory Review Committee board. He also has submitted the appointment of Mike Schuster to replace Ken Staab on this board. The appointments would become effective October 1, 2016 upon approval by the City Council and would expire on September 30, 2018.*

Staff Contact: Mayor Jeremy Jensen



# **City of Grand Island**

**Tuesday, September 27, 2016**

**Council Session**

## **Item G-4**

**Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O'Neill Transportation and Equipment LLC**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** September 27, 2016  
**Subject:** Approving Garbage and Refuse Haulers Permits  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

## **Discussion**

The following businesses have submitted applications for renewal for 2015/2016:

|                                                                |         |
|----------------------------------------------------------------|---------|
| Heartland Disposal, 1839 East 4 <sup>th</sup> Street           | Garbage |
| Mid-Nebraska Disposal, Inc., 3080 West 2 <sup>nd</sup> Street  | Garbage |
| Full Circle Rolloffs, 1839 East 4 <sup>th</sup> Street         | Refuse  |
| O'Neill Transportation and Equipment, 7100 West Old Potash Hwy | Refuse  |

All City Code requirements have been met by these businesses.

## **Alternatives**

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

### **Recommendation**

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2016/2017.

### **Sample Motion**

Move to approve the renewal for garbage/refuse permits for 2016/2017.





## Application for Haulers License

**1 Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)  
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

**2 Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Heartland Disposal Inc

Business Address

1839 E 4th St

Business Telephone

308-382-1683

b. Miscellaneous Information:

\* Public Complaint Telephone (Sec. 17-19)

308-382-1683

\* Name Used on Vehicles (Sec. 17-18)

Heartland Disposal

**3 Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tommy Ulmcl 539 35th St, Bend, OR

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

**3 Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)  
b. ☒ Certificate of Insurance (Section 17-29)  
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-30)  
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-23)  
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))  
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/20/16  
Date

Tommy Ulmcl  
Signature of Applicant



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                          |                                                                                    |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| PRODUCER<br>Ryder-Rosacker-McCue & Huston<br>509 W. Koenig St.<br>Grand Island, NE 68801 | CONTACT NAME: Jeanne Prince                                                        |
|                                                                                          | PHONE (A/C, No, Ext): (308) 382-2330 or 800-658-4200 FAX (A/C, No): (308) 382-7109 |
|                                                                                          | E-MAIL: jprince@ryderinsurance.com                                                 |
|                                                                                          | ADDRESS:                                                                           |
|                                                                                          | INSURER(S) AFFORDING COVERAGE                                                      |
|                                                                                          | INSURER A: United Fire Group                                                       |
|                                                                                          | INSURER B: Guarantee Insurance Company                                             |
|                                                                                          | INSURER C:                                                                         |
|                                                                                          | INSURER D:                                                                         |
|                                                                                          | INSURER E:                                                                         |
|                                                                                          | INSURER F:                                                                         |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                 | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |           |          | 60448434      | 6-29-16                 | 6-29-17                 | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ 1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                                                  |           |          | 60448434      | 6-29-16                 | 6-29-17                 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Pollution Liability \$ 1,000,000                                                            |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000<br>OCCUR<br>CLAIMS-MADE                                                                                                                                                                  |           |          | 60448434      | 6-29-16                 | 6-29-17                 | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                                             |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                            | Y/N       | N/A      | WCP101849201  | 08-06-16                | 08-06-17                | PER STATUTE <input checked="" type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Grand Island is an additional insured when required by executed written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Grand Island  
Attn: Building Inspection Dept  
PO Box 1968  
Grand Island, NE 68802-1968

Fax: (308)385-5423

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Katie Folkert*

<KF>

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ACORD 25 (2014/01)

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint RANDY A. RAMLO, OR DAVID A. LANGE, OR DENNIS J. RICHMANN, OR ARTHUR J. FEARN, OR MICHAEL D. MAY, OR D. MICHAEL HAYS, OR JUDITH A. DAVIS, OR OR MARY BERTSCH, OR KYANNA SAYLOR, OR JEREMY LEWIS, OR PATRICIA WIEBEL, OR PHILIP E. MORGETTE, OR ALLISON NISSEN, OR BRAD HANCE, OR STUART D. FRANCIS, OR ANDREW HANKEY, OR TRENT MILLER, OR PATTI WADDELL, OR PATRICIA L. NIEBES, OR SHELBY BRADEN, OR JENNIFER WILLIAMS, ALL INDIVIDUALLY OF CEDAR RAPIDS, IA; OR GARY D. DILL, OR RAMONA SEIDMAN, OR STEPHEN MOORE ALL INDIVIDUALLY OF ROCKLIN, CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$ 100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

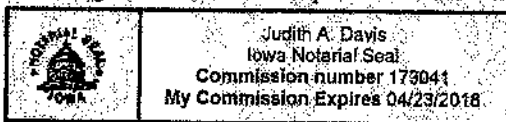
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of September, 2015

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:  
 On 24th day of September, 2015, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 7th day of April, 2016



By: *David A. Lange*  
 Secretary, UF&C  
 Assistant Secretary, UF&I/FPIC

BPOA0049 0115



## Application for Haulers License

1 **Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)  
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

*Mid-Nebraska Disposal, Inc.*  
*3080 W 2nd*  
*308 382-7053*

b. Miscellaneous Information:

\* Public Complaint Telephone (Sec. 17-19)

\* Name Used on Vehicles (Sec. 17-18)

*382-7053*  
*Mid-Nebraska Disposal*

3 **Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

*Chris Woodman 131 N. Bismark Rd*  
*Grand Island, NE*

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)  
b. ☒ Certificate of Insurance (Section 17-29) *On File Already*  
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-30) *On File Already*  
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-23)  
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))  
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B)) – *Will send once we receive it.*

*9/13/16*  
Date

*[Signature]*  
Signature of Applicant





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Holmes Murphy & Assoc - WDM<br>PO Box 9207<br>Des Moines, IA 50306-9207<br><br><b>INSURED</b><br>Mid-Nebraska Disposal, Inc.<br>3080 W 2nd St<br>Grand Island, NE 68803 | 1-800-247-7756<br><br><b>CONTACT</b><br>NAME:<br>PHONE:<br>(A/C, No, Ext):<br>E-MAIL:<br>ADDRESS:<br><br><b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: AMCO INS CO NAIC # 19100<br>INSURER B: WEST BEND MUT INS CO 15350<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**COVERAGES** **CERTIFICATE NUMBER: 46282472** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                            | ADDL SUBR INSR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                        |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Primary&NonContributor<br><br>GEN'L AGGREGATE LIMIT APPLIES PFR<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC |                    | GLA03026542002 | 04/01/16                | 04/01/17                | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 300,000<br>PERSONAL & ADV INJURY \$ 10,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> CA-9948 <input checked="" type="checkbox"/> MCS-90                                            |                    | BAA3026542002  | 04/01/16                | 04/01/17                | COMBINED SINGLE LMT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                      |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS                                                                                                                                                                 |                    | CAA3026542002  | 04/01/16                | 04/01/17                | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                        |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A<br>(Mandatory in NH)<br>If yes, describe below:<br>DESCRIPTION OF OPERATIONS below                                                                                                                                    |                    | AIL207690201   | 04/01/16                | 04/01/17                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISFAS - FA EMPLOYEE \$ 500,000<br>E.L. DISFAS - POLICY LIMIT \$ 500,000                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Insurance Verification. Copy of Policy available upon request.

**CERTIFICATE HOLDER**

City of Grand Island  
 Attn: Renae Edwards  
 City Hall  
 100 E First St  
 Grand Island, NE 68801

USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)  
 TApplegetwden  
 46282472

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## Application for Haulers License

**1 Type of License Required:**

- a. ☐ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)  
b. ☒ **Refuse Haulers License** (entitles licensee to haul only refuse)

**2 Identification of Applicant:**

a. Individual or Firm Identification

Business Name Heartland Disposal Inc  
Business Address 1839 E 4th St  
Business Telephone 308-384-4418

b. Miscellaneous Information:

- \* Public Complaint Telephone (Sec. 17-19) 308-384-4418  
\* Name Used on Vehicles (Sec. 17-18) Full Circle Rolloffs

**3 Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

Tommy Umel Jr - 539 S Shady Bend

**3 Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)  
b. ☒ Certificate of Insurance (Section 17-29)  
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-30)  
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-23)  
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))  
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/20/16  
Date

Tommy Umel Jr  
Signature of Applicant



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                       |                                                                                                     |               |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Ryder-Rosacker-McCue & Huston<br>509 W. Koenig St.<br>Grand Island, NE 68801                                       | <b>CONTACT NAME:</b> Jeanne Prince                                                                  |               |
|                                                                                                                                       | <b>PHONE (A/C, No., Ext.):</b> (308) 382-2330 or 800-658-4200 <b>FAX (A/C, No.):</b> (308) 382-7109 |               |
|                                                                                                                                       | <b>E-MAIL ADDRESS:</b> jprince@ryderinsurance.com                                                   |               |
| <b>INSURED</b><br>Heartland Disposal and Full Circle Rolloff<br>Heartland Disposal Inc dba<br>1839 E 4th St<br>Grand Island, NE 68803 | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                | <b>NAIC #</b> |
|                                                                                                                                       | <b>INSURER A:</b> United Fire Group                                                                 |               |
|                                                                                                                                       | <b>INSURER B:</b> Guarantee Insurance Company                                                       |               |
|                                                                                                                                       | <b>INSURER C:</b>                                                                                   |               |
|                                                                                                                                       | <b>INSURER D:</b>                                                                                   |               |
|                                                                                                                                       | <b>INSURER E:</b>                                                                                   |               |
|                                                                                                                                       | <b>INSURER F:</b>                                                                                   |               |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                   | ADDL SUBR INSD WVD                                   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                    |                                                      | 60448434      | 6-29-16                 | 6-29-17                 | EACH OCCURRENCE \$ 1,000,000                                                    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                      | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |               |                         |                         |                                                                                 |
|          |                                                                                                                     | MED EXP (Any one person) \$ 5,000                    |               |                         |                         |                                                                                 |
|          |                                                                                                                     | PERSONAL & ADV INJURY \$ 1,000,000                   |               |                         |                         |                                                                                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                  |                                                      |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC |                                                      |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                             |
|          | OTHER                                                                                                               |                                                      |               |                         |                         | \$ 1,000,000                                                                    |
| A        | <b>AUTOMOBILE LIABILITY</b>                                                                                         |                                                      | 60448434      | 6-29-16                 | 6-29-17                 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                                        |                                                      |               |                         |                         | BODILY INJURY (Per person) \$                                                   |
|          | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS                                   |                                                      |               |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|          | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                                       |                                                      |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                                     |                                                      |               |                         |                         | Pollution Liability \$ 1,000,000                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB                                                                   |                                                      | 60448434      | 6-29-16                 | 6-29-17                 | EACH OCCURRENCE \$ 4,000,000                                                    |
|          | <input type="checkbox"/> EXCESS LIAB                                                                                | <input type="checkbox"/> OCCUR                       |               |                         |                         | AGGREGATE \$ 4,000,000                                                          |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                | <input type="checkbox"/> CLAIMS-MADE                 |               |                         |                         | \$                                                                              |
|          |                                                                                                                     |                                                      |               |                         |                         |                                                                                 |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                |                                                      | WCP101849201  | 08-06-16                | 08-06-17                | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                         | Y/N <input type="checkbox"/> N/A                     |               |                         |                         | E.L. EACH ACCIDENT \$ 500,000                                                   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                              |                                                      |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000                                           |
|          |                                                                                                                     |                                                      |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Grand Island is an additional insured when required by executed written contract.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                             |                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Grand Island<br>Attn: Building Inspection Dept<br>PO Box 1968<br>Grand Island, NE 68802-1968<br>Fax: (308) 385-5423 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE: <i>Katie Falkert</i> <KF> |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

## Application for Haulers License

**1 Type of License Required:**

- a. ☐ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)  
b. ☒ **Refuse Haulers License** (entitles licensee to haul only refuse)

**2 Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

*O'Neill Transportation & Equipment*  
*7100 West Old Potash Hwy Alda NE*  
*308-384-1690* *68810*

- b. Miscellaneous Information:

\* Public Complaint Telephone (Sec. 17-19)

\* Name Used on Vehicles (Sec. 17-18)

*308-384-1690*  
*O'Neill Transportation & Equipment*

**3 Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☐ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

**3 Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)  
b. ☒ Certificate of Insurance (Section 17-29)  
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-30)  
d. ☐ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-23)  
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))  
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

*9/20/2016*  
Date

*[Signature]*  
Signature of Applicant



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                               |                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>The Harry A. Koch Co.<br>P.O. Box 45279<br>Omaha NE 68145                                  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 402-861-7000<br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C, No):</b>                                                              |
| <b>INSURED</b><br>ONE14273<br>O'Neill Transportation & Equipment, LLC<br>PO Box 2202<br>Grand Island NE 68802 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A :Dakota Truck Underwriters<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :<br><b>NAIC #</b><br>34924 |

**COVERAGES** **CERTIFICATE NUMBER: 110976896** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL SUBR INSD WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    |                   |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                           |                    |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                 |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>                                                                                        |                    |                   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                              |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N<br>Y N/A       | WC01000291762016A | 2/1/2016                | 2/1/2017                | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Grand Island  
Attn: Building Inspection Dept  
PO Box 1968  
Grand Island NE 68802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Scott F. G.*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                           |                                                                                                                                                                                      |                               |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| PRODUCER<br>INSUR<br>1004 N Diers Ave Ste 140<br>PO Box 5884<br>Grand Island NE 68802-5884                | CONTACT NAME: Rosemary Johns<br>PHONE (A/C, No, Ext): (308) 382-8000<br>E-MAIL: rjohns@insurinc.com<br>ADDRESS: rjohns@insurinc.com                                                  | FAX (A/C, No): (308) 384-3417 |
| INSURED<br>O'Neill Transportation & Equipment, LLC; O'Neill<br>P O Box 2202<br>Grand Island NE 68802-2202 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Columbia Insurance Group<br>INSURER B: Columbia National Insurance Co<br>INSURER C: Scottsdale<br>INSURER D:<br>INSURER E:<br>INSURER F: | NAIC #<br>19640               |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------|
| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CERTIFICATE NUMBER: CL1672229000 | REVISION NUMBER: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                  |                  |

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|-----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X                  |             | CMFNE0000016039 | 7/25/2016               | 7/25/2017               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                                                                                   |                    |             | CAPNE0000016039 | 7/25/2016               | 7/25/2017               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Hired Auto \$ 1,000,000                                                     |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br>EXCESS LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                           |                    |             | CXS0003654      | 7/25/2016               | 7/25/2017               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000                                                                                                                                                                                   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                         | Y/N                | N/A         |                 |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

(308) 385-4523

City of Grand Island  
Attn: Building Inspection Dept  
PO Box 1968  
Grand Island, NE 68802

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jay Kaspar/RKJ

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ACORD 25 (2014/01)

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INS025 (2014/01)



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-5

**#2016-224 - Approving Request from Simbert, LLC dba Peacock Lounge, 2430 Broadwell Avenue for a Class “C” Liquor License and Liquor Manager Designation for Guadalupe Valderaz, 240 North Waldo Avenue**

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-224

WHEREAS, an application was filed by Simbert, LLC doing business as Peacock Lounge, 2430 N. Broadwell Avenue for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 17, 2016; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on September 27, 2016 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Guadalupe Valderaz, 240 North Waldo Avenue as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-6

**#2016-225 - Approving Request from YZ GYZ, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N for a Catering Designation to Class “C-113025” Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-225

WHEREAS, an application was filed by YZ GYZ, LLC doing business as The Filling Station, 217 E. Stolley Park Road, Suite N for a Catering Designation to Class "C-113025" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 17, 2016; such publication cost being \$17.26; and

WHEREAS, a public hearing was held on September 27, 2016 for the purpose of discussing such liquor license application.

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

- \_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.
- \_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.
- \_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:  
\_\_\_\_\_
- \_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |





# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-7

**#2016-226 - Approving Final Plat and Subdivision Agreement for  
Caldwell Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** September 27, 2016  
**Subject:** Caldwell Subdivision –Final Plat  
**Presenter(s):** Chad Nabity, Regional Planning Director

## **Background**

This property is located east of Shady Bend Rd and south of Seedling Mile Road, in the City of Grand Island, in Hall County, consisting of 2 lots and .160 acres.

## **Discussion**

The final plat for Caldwell Subdivision was considered by the Regional Planning Commission at the August 10, 2016 meeting.

A motion was made by Hoggatt and seconded by Rainforth to **approve** and recommend that City Council **approve** the final plat of Schimmer's Third Subdivision.

A roll call vote was taken and the motion passed with 8 members present (Huisman, Sears, O'Neill, Maurer, Apfel, Rainforth, Hoggatt and Kjar) voting in favor and no members present abstaining.

## **Alternatives**

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

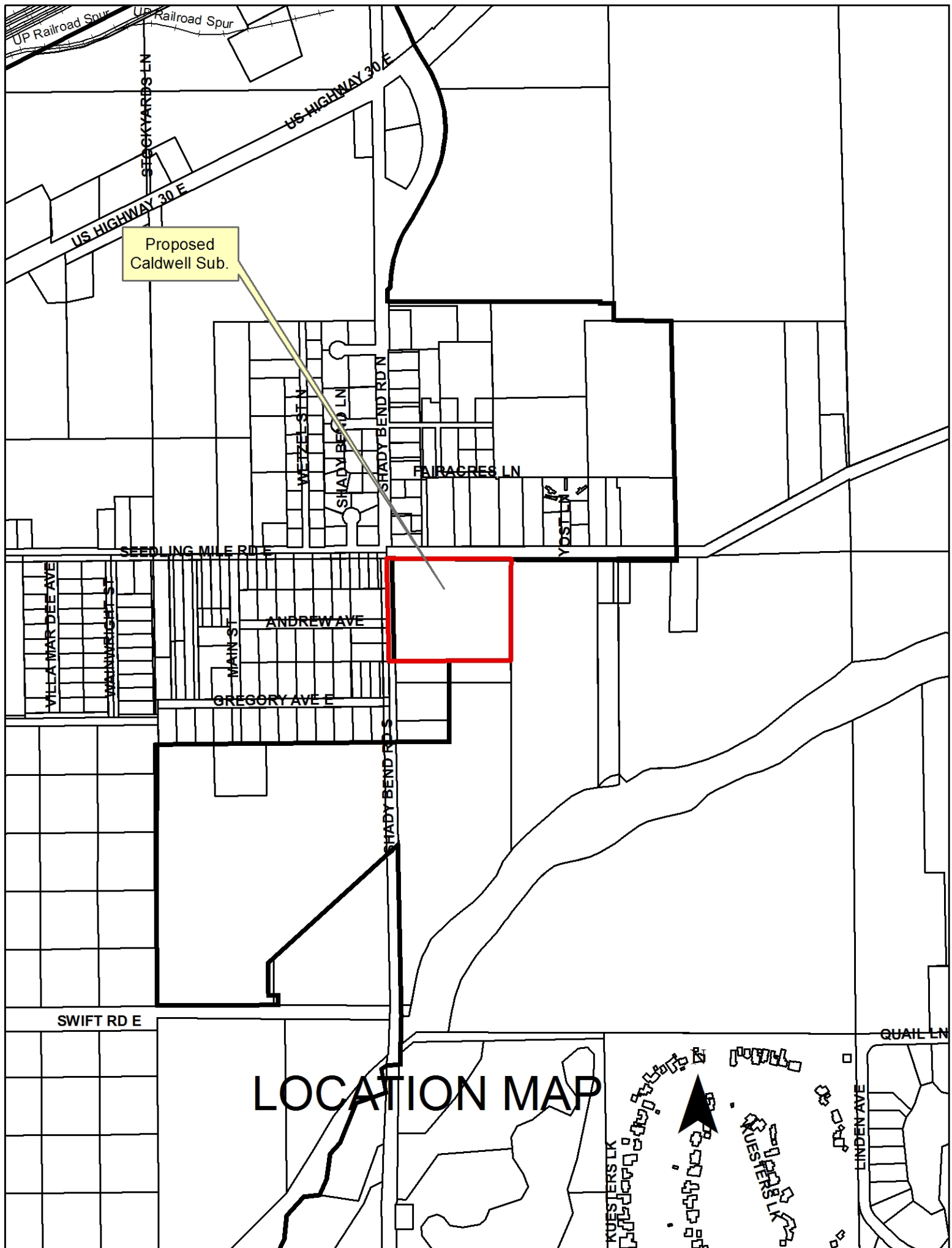
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.



**Developers/Owners**

Ken Caldwell  
3715 E Seedling Mile Rd  
Grand Island NE 68801

To create 3 Lots on a tract of land located south of Seedling Mile Rd., and east of Shady Bend Rd., Grand Island NE.

**Size:** 10.081 acres.

**Zoning:** TA – Transitional Agricultural Zone.

**Road Access:** Public streets are available.

**Water Public:** Water is available.

**Sewer Public:** Sewer is available.



RESOLUTION 2016-226

WHEREAS, Kenneth D. Caldwell and Pamela R. Caldwell, husband and wife, being the said owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "CALDWELL SUBDIVISION", a tract of land comprising a part of Lot C Garden Subdivision of Lot One (1), Mainland in Section Thirteen (13), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by them; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

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Jeremy L. Jensen, Mayor

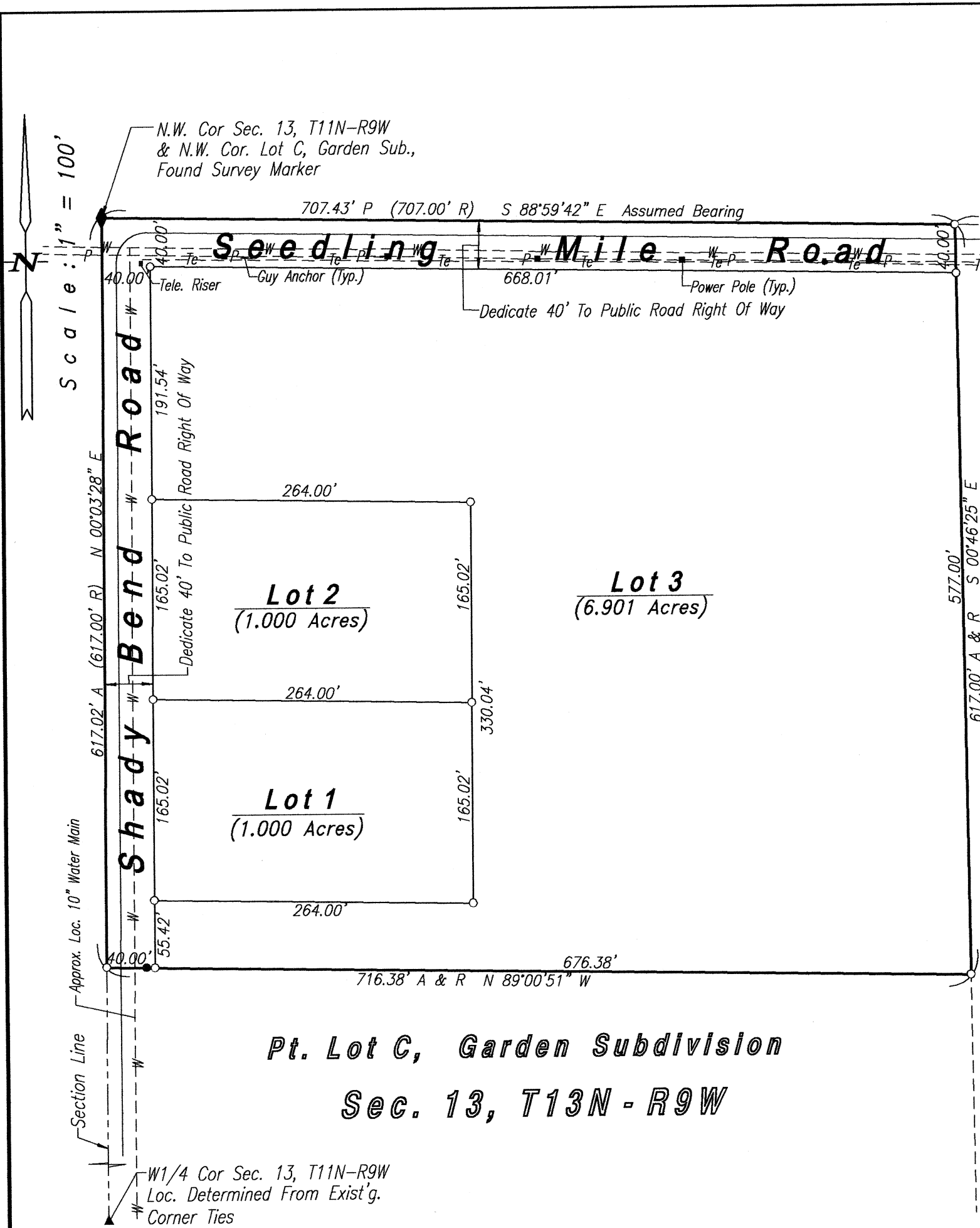
Attest:

---

RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |





**LEGEND**  
●-Indicates 1/2" Iron Pipe Found Unless Otherwise Noted  
○-Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted  
A-Indicates ACTUAL Distance  
R-Indicates RECORDED Distance  
P-Indicates PRORATED Distance

**Legal Description**

A tract of land comprising a part of Lot 'C' Garden Subdivision of Lot One (1), Mainland in Section Thirteen (13), Township Eleven (11) North, Range Nine (9) West of the 6th. P.M., in Hall County, Nebraska, more particularly described as follows:  
Beginning at the northwest corner of said Section Thirteen (13), said point also being the northwest corner of said Lot 'C', Garden Subdivision; thence running easterly on the north line of said Section Thirteen (13) and said Lot 'C', on an Assumed Bearing of S88°59'42"E, a distance of Seven Hundred Seven and Forty Three Hundredths (707.43) feet, to the northeast corner of said Lot 'C'; thence running S00°46'25"E, on the east line of said Lot 'C', a distance of Six Hundred Seventeen (617.00) feet; thence running N89°00'51"W, a distance of Seven Hundred Sixteen and Thirty Eight Hundredths (716.38) feet, to a point on the west line of said Section Thirteen (13) and said Lot 'C'; thence running N00°03'28"E, on the west line of said Section Thirteen (13) and said Lot 'C', a distance of Six Hundred Seventeen and Two Hundredths (617.02) feet, to the Point of beginning and containing 10.081 acres more or less.

**Dedication**

KNOW ALL MEN BY THESE PRESENTS, that KENNETH D. CALDWELL and PAMELA R. CALDWELL, husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as 'CALDWELL SUBDIVISION' an Addition to the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.  
IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Surveyor's Certificate**

I hereby certify that on June 30, 2016, I completed an accurate survey of 'CALDWELL SUBDIVISION', an Addition to the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(Seal)  
Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

Kenneth D. Caldwell  
Pamela R. Caldwell

**Approvals**

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska.

Chairman \_\_\_\_\_ Date \_\_\_\_\_  
Approved and accepted by the City of Grand Island, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Mayor \_\_\_\_\_ City Clerk \_\_\_\_\_

**Acknowledgement**

State Of Nebraska ss  
County Of Hall  
On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, \_\_\_\_\_ a Notary Public within and for said County, personally appeared, KENNETH D. CALDWELL and PAMELA R. CALDWELL, husband and wife and to me personally known to be the identical persons whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or her voluntary act and deed.  
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.  
My commission expires \_\_\_\_\_.

Notary Public

**PROPOSED  
CALDWELL SUBDIVISION  
AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA**



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-8

**#2016-227 - Approving Certificate of Final Completion for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Water Improvements; Project No. 2014-W-14**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** September 27, 2016

**Subject:** Approving Certificate of Final Completion for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

On September 23, 2014, by Resolution No. 2014-297, The Diamond Engineering Company of Grand Island, Nebraska was awarded a contract for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14 in the amount of \$925,292.70.

On February 24, 2015, by Resolution No. 2015-54 City Council approved Change Order No. 1, which allowed for grading to remedy poor drainage of Moores Creek from Old Potash Highway to the proposed Faidley Avenue, correction of a concrete outfall structure which drains into Moore's Creek that was not found during the survey for the project, modifications to storm sewer connections to existing structures and allowed for a sleeve to account for misshaped pipe that was encountered during the water main lowering. Change Order No. 1 was in the amount of \$49,028.57 for a revised contract amount of \$974,321.27.

This project extended paving to join the two (2) segments of Faidley Avenue, between North Road and Irongate Avenue.

Work on the project commenced May 2014, with substantial completion December 2014 and final completion July 2015. Final grading touchup work and final cover seeding was established by July 2016.

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction work was completed at a total cost of \$958,552.06, which is an underrun of \$15,769.21. Additional project costs are shown below.

***ADDITIONAL PROJECT COSTS***

|                               |                                        |               |
|-------------------------------|----------------------------------------|---------------|
| Alfred Benesch & Company      | Preliminary & Construction Engineering | \$ 137,592.94 |
| The Grand Island Independent  | Advertising                            | \$ 104.80     |
| Hall County Register of Deeds | Filing Fees                            | \$ 28.00      |
| Straight-Line Striping        | Pavement Markings                      | \$ 399.25     |
| Traffic Safety Warehouse      | Flashing Warning Light                 | \$ 402.70     |

*Additional Project Costs = \$138,527.69*

Total project costs equate to \$1,097,079.75.

**Alternatives**

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

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

**Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14.

**Sample Motion**

Move to approve the Certificate of Final Completion for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Faidley Avenue Paving Improvements; Project No. 2014-P-1 &  
Faidley Avenue Water Improvements; Project No. 2014-W-14  
CITY OF GRAND ISLAND, NEBRASKA  
September 13, 2016

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated September 23, 2014. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

**Faidley Avenue Paving Improvements; Project No. 2014-P-1 &**  
**Faidley Avenue Water Improvements; Project No. 2014-W-14**

| Item No.               | Description                               | Total Quantity | Unit | Unit Price  | Total Cost   |
|------------------------|-------------------------------------------|----------------|------|-------------|--------------|
| <b>Bid Section A -</b> |                                           |                |      |             |              |
| 1                      | Mobilization / Demobilization             | 1.00           | LS   | \$13,200.00 | \$13,200.00  |
| 2                      | Earthwork Measured in Embankment          | 4,958.00       | CY   | \$10.70     | \$53,050.60  |
| 3                      | Over Excavation                           | 4,414.00       | CY   | \$7.60      | \$33,546.40  |
| 4                      | Moore's Creek Excavation                  | 2,718.00       | CY   | \$8.20      | \$22,287.60  |
| 5                      | SWPPP                                     | 0.90           | LS   | \$625.00    | \$562.50     |
| 6                      | Traffic Control                           | 1.00           | LS   | \$1,600.00  | \$1,600.00   |
| 7                      | Remove Pavement                           | 60.00          | SY   | \$7.50      | \$450.00     |
| 8                      | Remove Concrete Sidewalk                  | 9.00           | SY   | \$1.40      | \$12.60      |
| 9                      | Remove Manhole                            | 1.00           | EA   | \$365.00    | \$365.00     |
| 10                     | Remove Dead End Barricade                 | 1.00           | LS   | \$140.00    | \$140.00     |
| 11                     | Build 9" P.C. Concrete Pavement           | 9,394.00       | SY   | \$38.40     | \$360,729.60 |
| 12                     | Build Concrete Curb and Gutter            | 70.00          | LF   | \$17.50     | \$1,225.00   |
| 13                     | Build 6" P.C. Concrete Driveway           | 54.00          | SY   | \$33.80     | \$1,825.20   |
| 14                     | Build 4" P.C. Concrete Sidewalk           | 32,640.00      | SF   | \$2.80      | \$91,392.00  |
| 15                     | Build 6" P.C. Concrete Ramp               | 221.00         | SF   | \$11.00     | \$2,431.00   |
| 16                     | Adjust Manhole to Grade                   | 6.00           | EA   | \$580.00    | \$3,480.00   |
| 17                     | Detectable Warning Panel                  | 56.00          | SF   | \$28.50     | \$1,596.00   |
| 18                     | Install R1-1 (30"x30") Sign               | 0.00           | EA   | \$100.00    | \$0.00       |
| 19                     | Install R1-1 (36"x36") Sign               | 2.00           | EA   | \$125.00    | \$250.00     |
| 20                     | Install R1-3P (18"x6") Sign               | 4.00           | EA   | \$55.00     | \$220.00     |
| 21                     | Install W3-1 (30"x30") Sign               | 2.00           | EA   | \$121.60    | \$243.20     |
| 22                     | Install Sign Post                         | 4.00           | EA   | \$93.80     | \$375.20     |
| 23                     | Install Red Flags                         | 4.00           | EA   | \$20.65     | \$82.60      |
| 24                     | 4" Yellow Paint Pavement Marking, Grooved | 1,900.00       | LF   | \$1.65      | \$3,135.00   |
| 25                     | 24" White Paint Pavement Marking, Grooved | 72.00          | EA   | \$9.00      | \$648.00     |
| 26                     | Build Crubn Inlet Protection              | 15.00          | LF   | \$130.00    | \$1,950.00   |
| 27                     | Build Silt Fence - Inlet Protection       | 390.00         | LF   | \$4.50      | \$1,755.00   |
| 28                     | Build Culvert Inlet Protection            | 54.00          | SY   | \$4.60      | \$248.40     |



|                              |                                                     |          |    |            |                     |
|------------------------------|-----------------------------------------------------|----------|----|------------|---------------------|
| 29                           | Erosion Control, Class 1D                           | 9,591.00 | AC | \$1.80     | \$17,263.80         |
| 30                           | Seeding                                             | 9.18     | AC | \$3,730.00 | \$34,241.40         |
| 31                           | Cover Crop                                          | 0.00     | LS | \$449.60   | \$0.00              |
| 32                           | Remove Concrete Splash Basin                        | 3.00     | LF | \$376.00   | \$1,128.00          |
| 33                           | Remove 30" Corrugated Metal Pipe                    | 27.00    | EA | \$11.90    | \$321.30            |
| 34                           | Remove 30" Flared End Section w/ Grate              | 1.00     | LF | \$150.00   | \$150.00            |
| 35                           | Remove 30" Reinforced Concrete Storm Sewer Pipe     | 10.00    | EA | \$11.30    | \$113.00            |
| 36                           | Build Type "D" Modified Curb Inlet                  | 12.00    | EA | \$2,115.00 | \$25,380.00         |
| 37                           | Build Area Inlet                                    | 0.50     | EA | \$4,235.00 | \$2,117.50          |
| 38                           | Build "In-Pavement" Storm Sewer Junction Box        | 4.00     | EA | \$3,115.00 | \$12,460.00         |
| 39                           | Build "Out-Pavement" Storm Sewer Junction Box       | 6.00     | EA | \$3,070.00 | \$18,420.00         |
| 40                           | Build 24" Concrete Plug                             | 0.00     | EA | \$165.00   | \$0.00              |
| 41                           | Build 18" Storm Sewer Flared End Section            | 1.00     | EA | \$583.60   | \$583.60            |
| 42                           | Build 30" Storm Sewer Flared End Section            | 4.00     | EA | \$909.00   | \$3,636.00          |
| 43                           | Build 36" Storm Sewer Flared End Section            | 1.00     | EA | \$1,605.00 | \$1,605.00          |
| 44                           | Build 48" Storm Sewer Flared End Section            | 4.00     | EA | \$1,850.00 | \$7,400.00          |
| 45                           | 18" Reinforced Concrete Storm Sewer Pipe, Class III | 792.00   | LF | \$44.70    | \$35,402.40         |
| 46                           | 24" Reinforced Concrete Storm Sewer Pipe, Class III | 78.00    | LF | \$52.20    | \$4,071.60          |
| 47                           | 30" Reinforced Concrete Storm Sewer Pipe, Class III | 181.00   | LF | \$72.10    | \$13,050.10         |
| 48                           | 36" Reinforced Concrete Storm Sewer Pipe, Class III | 488.00   | LF | \$83.50    | \$40,748.00         |
| 49                           | 48" Reinforced Concrete Storm Sewer Pipe, Class III | 231.00   | LF | \$122.50   | \$28,297.50         |
| 50                           | Build 30" Reinforced Concrete Outfall Structure     | 1.00     | LS | \$2,085.00 | \$2,085.00          |
| 51                           | Build 30" Reinforced Concrete Collar                | 1.00     | EA | \$740.00   | \$740.00            |
| <b>Total Bid Section A =</b> |                                                     |          |    |            | <b>\$846,015.10</b> |

#### Bid Section B -

|    |                                      |       |    |            |             |
|----|--------------------------------------|-------|----|------------|-------------|
| 1  | Remove 6" Plug and Plug Block        | 3.00  | EA | \$96.30    | \$288.90    |
| 2  | 12" Restrained Joint Pipe Water Main | 30.00 | LF | \$132.90   | \$3,987.00  |
| 3  | 12" Retainer Gland                   | 8.00  | EA | \$209.80   | \$1,678.40  |
| 4  | 12" x 22.5 Degree Bend               | 4.00  | EA | \$791.75   | \$3,167.00  |
| 5  | 24" Water Main                       | 40.00 | LF | \$240.00   | \$9,600.00  |
| 6  | 24" Retainer Gland                   | 8.00  | EA | \$582.15   | \$4,657.20  |
| 7  | 24" x 22.5 Degree Bend               | 4.00  | EA | \$1,927.60 | \$7,710.40  |
| 8  | Fire Hydrant (Complete)              | 3.00  | EA | \$4,840.00 | \$14,520.00 |
| 9  | Adjust 6" Valve Box to Grade         | 9.00  | EA | \$324.40   | \$2,919.60  |
| 10 | Adjust 12" Valve Box to Grade        | 2.00  | EA | \$324.40   | \$648.80    |
| 11 | Adjust Fire Hydrant to Grade         | 3.00  | EA | \$1,360.00 | \$4,080.00  |
| 12 | Concrete Blocking for Fittings       | 24.00 | CY | \$375.00   | \$9,000.00  |
| 13 | Fire Hydrant Blocking                | 1.00  | CY | \$441.60   | \$441.60    |

|                              |              |      |    |          |                    |
|------------------------------|--------------|------|----|----------|--------------------|
| 14                           | 1" Corp Stop | 6.00 | EA | \$445.60 | \$2,673.60         |
| 15                           | 1" Plug      | 6.00 | EA | \$35.20  | \$211.20           |
| <b>Total Bid Section B =</b> |              |      |    |          | <b>\$65,583.70</b> |

**Change Order No. 1 -**

|                                                  |                                                                      |          |    |            |                     |
|--------------------------------------------------|----------------------------------------------------------------------|----------|----|------------|---------------------|
| CO1-1                                            | Moore's Creek Excavation                                             | 1,801.00 | CY | \$12.87    | \$23,178.87         |
| CO1-2                                            | Remove Erosion Control, Class 1D                                     | 796.00   | SY | \$1.32     | \$1,050.72          |
| CO1-3                                            | Erosion Control, Class 13                                            | 4,375.00 | SY | \$2.09     | \$9,143.75          |
| CO1-4                                            | Remove & Salvage 48" RCP FES                                         | 4.00     | EA | \$356.95   | \$1,427.80          |
| CO1-5                                            | Remove & Salvage 48" RCP                                             | 214.00   | LF | \$20.08    | \$4,297.12          |
| CO1-6                                            | 6" Reinf. Conc. Outfall Structure @ Sta. 324+90                      | 1.00     | LS | \$3,000.00 | \$3,000.00          |
| CO1-7                                            | Tap Existing Manhole                                                 | 0.00     | LS | \$1,325.00 | \$0.00              |
| CO1-8                                            | 30" Round Equivalent Reinforced Concrete Storm Sewer Pipe, Class III | 14.00    | LF | \$130.00   | \$1,820.00          |
| CO1-9                                            | Build 30" Round Equivalent Reinforced Concrete Collar                | 1.00     | EA | \$835.00   | \$835.00            |
| CO1-10                                           | 24" M.J. Solid Sleeve                                                | 1.00     | EA | \$2,200.00 | \$2,200.00          |
| <b>Total Change Order No. 1 =</b>                |                                                                      |          |    |            | <b>\$46,953.26</b>  |
|                                                  |                                                                      |          |    |            |                     |
| <b>The Diamond Engineering Co. Grand Total =</b> |                                                                      |          |    |            | <b>\$958,552.06</b> |

**ADDITIONAL PROJECT COSTS**

|                                            |                                        |                      |
|--------------------------------------------|----------------------------------------|----------------------|
| Alfred Benesch & Company                   | Preliminary & Construction Engineering | \$ 137,592.94        |
| The Grand Island Independent               | Advertising                            | \$ 104.80            |
| Hall County Register of Deeds              | Filing Fees                            | \$ 28.00             |
| Straight-Line Striping                     | Pavement Markings                      | \$ 399.25            |
| Traffic Safety Warehouse                   | Flashing Warning Light                 | \$ 402.70            |
| <b>Subtotal Additional Project Costs =</b> |                                        | <b>\$ 138,527.69</b> |

**Total Costs - \$1,097,079.75**

I hereby recommend that the Engineer's Certificate of Final Completion for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14 be approved.

John Collins, PE - City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2016-227

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for aidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for aidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14, in the amount of \$1,097,079.75 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-9

**#2016-228 - Approving Certificate of Final Completion for South Blaine Street Bridge Replacements; Project No. 2014-B-1**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** September 27, 2016

**Subject:** Approving Certificate of Final Completion for South Blaine Street Bridge Replacements; Project No. 2014-B-1

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

On January 13, 2015 The Diamond Engineering Company of Grand Island, Nebraska was awarded a contract for the South Blaine Street Bridge Replacements; Project No. 2014-B-1 in the amount of \$384,983.95.

On August 11, 2015, by Resolution No. 2015-213 City Council approved Change Order No. 1, which granted an extension for project completion and addressed the condition of the asphalt roadway with an upgrade to concrete pavement in the amount of \$40,994.72 for a revised contract amount of \$425,978.67.

The bridge replacement was to update the north bridge structure with two (2) box culverts and the south bridge structure with two (2) Arch RCP culvert pipes. The roadway was also widened to improve traffic flow in the area.

Work on the project commenced September 2015, with substantial completion April 2016. Final touchup grading work and cover seeding was established by July 2016.

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction work was completed at a total cost of \$429,851.12. Additional project costs are shown below.

### ***ADDITIONAL PROJECT COSTS***

|                               |                                        |              |
|-------------------------------|----------------------------------------|--------------|
| Alfred Benesch & Company      | Preliminary & Construction Engineering | \$105,440.33 |
| The Grand Island Independent  | Advertising                            | \$ 118.32    |
| Hall County Register of Deeds | Filing Fees                            | \$ 62.00     |
| Speece Lewis Engineers, Inc.  | Structural Inspections                 | \$ 962.53    |

*Additional Project Costs = \$ 106,583.18*



Total project costs equate to \$536,434.30.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for South Blaine Street Bridge Replacements; Project No. 2014-B-1.

### **Sample Motion**

Move to approve the Certificate of Final Completion for South Blaine Street Bridge Replacements; Project No. 2014-B-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

South Blaine Street Bridge Replacements; Project No. 2014-B-1  
CITY OF GRAND ISLAND, NEBRASKA  
September 13, 2016

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that South Blaine Street Bridge Replacements; Project No. 2014-B-1 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated January 13, 2015. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **South Blaine Street Bridge Replacements; Project No. 2014-B-1**

| Item No.          | Description                                | Total Quantity | Unit | Unit Price                           | Total Cost   |
|-------------------|--------------------------------------------|----------------|------|--------------------------------------|--------------|
| <b>Base Bid -</b> |                                            |                |      |                                      |              |
| 1                 | Mobilization / Demobilization              | 1.00           | LS   | \$11,574.95                          | \$11,574.95  |
| 2                 | Build 7" P.C. Concrete Pavement            | 628.00         | SY   | \$48.57                              | \$30,501.96  |
| 3                 | Gravel Surface Course                      | 4.40           | CY   | \$22.99                              | \$101.16     |
| 4                 | Earthwork Measured in Embankment           | 3,600.00       | CY   | \$18.48                              | \$66,528.00  |
| 5                 | Over Excavation                            | 0.00           | CY   | \$22.99                              | \$0.00       |
| 6                 | Concrete for Concrete Box Culvert          | 418.18         | CY   | \$361.38                             | \$151,121.89 |
| 7                 | Reinforcing Steel for Concrete Box Culvert | 45,595.00      | LBS  | \$1.45                               | \$66,112.75  |
| 8                 | Crushed Rock Base Course                   | 110.00         | CY   | \$85.58                              | \$9,413.80   |
| 9                 | Dewatering for Structure @ Sta. 102+65     | 0.00           | DAY  | \$256.41                             | \$0.00       |
| 10                | Dewatering for Structure @ Sta. 106+91     | 18.00          | DAY  | \$256.41                             | \$4,615.38   |
| 11                | Traffic Control                            | 1.00           | LS   | \$4,626.04                           | \$4,626.04   |
| 12                | 4" Yellow Paint Pavement Marking, Grooved  | 1,160.00       | LF   | \$2.73                               | \$3,166.80   |
| 13                | 4" White Paint Pavement Marking, Grooved   | 1,160.00       | LF   | \$2.73                               | \$3,166.80   |
| 14                | Seeding                                    | 2.50           | AC   | \$3,782.53                           | \$9,456.33   |
| 15                | Wetland Seeding                            | 0.06           | AC   | \$3,819.67                           | \$229.18     |
| 16                | Cover Crop                                 | 0.00           | AC   | \$1,361.64                           | \$0.00       |
| 17                | SWPPP                                      | 1.00           | LS   | \$857.66                             | \$857.66     |
| 18                | Temporary Silt Fence                       | 613.00         | LF   | \$5.39                               | \$3,304.07   |
| 19                | Erosion Control, Class 2C                  | 350.00         | SY   | \$6.47                               | \$2,264.50   |
| 20                | Fabric Silt Checks                         | 0.00           | LF   | \$8.13                               | \$0.00       |
| 21                | Build Barbed Wire Fence                    | 99.00          | LF   | \$6.88                               | \$681.12     |
| 22                | Clearing and Grubbing                      | 1.00           | LS   | \$1,061.02                           | \$1,061.02   |
| 23                | Remove Pavement                            | 220.00         | SY   | \$6.81                               | \$1,498.20   |
| 24                | Remove Structure @ Sta. 102+69             | 1.00           | LS   | \$6,578.32                           | \$6,578.32   |
| 25                | Remove Structure @ Sta. 106+89             | 1.00           | LS   | \$6,092.02                           | \$6,092.02   |
| 26                | Remove Trees                               | 1.00           | LS   | \$1,998.25                           | \$1,998.25   |
| 27                | Remove Fence                               | 825.00         | LF   | \$1.01                               | \$833.25     |
| 28                | Remove and Reset Custom Steel Fence        | 0.00           | LF   | \$33.60                              | \$0.00       |
|                   |                                            |                |      | <b>Total Base Bid = \$385,783.44</b> |              |

**Change Order No. 1 -**

|                                   |                                                                 |        |    |         |                    |
|-----------------------------------|-----------------------------------------------------------------|--------|----|---------|--------------------|
| CO1-1                             | Remove Pavement                                                 | 760.00 | SY | \$6.64  | \$5,046.40         |
| CO1-2                             | Build 7" P.C. Concrete Pavement                                 | 866.00 | SY | \$46.56 | \$40,320.96        |
| CO1-3                             | Reduction of Contract Price for Remove Pavement                 | 220.00 | SY | -\$0.17 | -\$37.40           |
| CO1-4                             | Reduction of Contract Price for Build 7" P.C. Concrete Pavement | 628.00 | SY | -\$2.01 | -\$1,262.28        |
| <b>Total Change Order No. 1 =</b> |                                                                 |        |    |         | <b>\$44,067.68</b> |

|                                                                   |
|-------------------------------------------------------------------|
| <b>THE DIAMOND ENGINEERING COMPANY GRAND TOTAL = \$429,851.12</b> |
|-------------------------------------------------------------------|

**ADDITIONAL PROJECT COSTS**

|                               |                                        |               |
|-------------------------------|----------------------------------------|---------------|
| Alfred Benesch & Company      | Preliminary & Construction Engineering | \$ 105,440.33 |
| The Grand Island Independent  | Advertising                            | \$ 118.32     |
| Hall County Register of Deeds | Filing Fees                            | \$ 62.00      |
| Speece Lewis Engineers, Inc.  | Structural Inspections                 | \$ 962.53     |

**Subtotal Additional Project Costs = \$ 106,583.18**

**Total Costs - \$536,434.30**

I hereby recommend that the Engineer's Certificate of Final Completion for South Blaine Street Bridge Replacements; Project No. 2014-B-1 be approved.

\_\_\_\_\_  
John Collins, PE - City Engineer/Public Works Director

\_\_\_\_\_  
Jeremy L. Jensen – Mayor

RESOLUTION 2016-228

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for South Blaine Street Bridge Replacements; Project No. 2014-B-1, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for South Blaine Street Bridge Replacements; Project No. 2014-B-1, in the amount of \$536,434.30 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-10

**#2016-229 - Approving Continuation of Sanitary Sewer District No. 539; North Webb Road and 13th Street**

Staff Contact: John Collins, P.E. - Public Works Director



# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** September 27, 2016

**Subject:** Approving Continuation of Sanitary Sewer District No. 539; North Webb Road and 13<sup>th</sup> Street

**Presenter(s):** John Collins, Public Works Director

## **Background**

Sanitary Sewer District 539 was created by the City Council on August 9, 2016. Legal notice of the creation of the District was published in the *Grand Island Independent* on August 15, 2016, with notification being mailed to all involved property owners.

## **Discussion**

The district completed the 30-day protest period at 5:00 p.m., Thursday, September 15, 2016. There was one (1) protest filed against this District by an affected property owner. This owner represents 417.40 front feet, or 30.52% of the total District frontage of 1,367.50 feet.

## **Alternatives**

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

1. Approve the continuation of Sanitary Sewer District 539.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve the continuation of Sanitary Sewer District 539.

## **Sample Motion**

Move to approve the continuation of Sanitary Sewer District 539.

RESOLUTION 2016-229

WHEREAS, Sanitary Sewer District No. 539, North Webb Road and 13<sup>th</sup> Street, was created by Ordinance No. 9596 on August 9, 2016; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on September 15, 2016, and one (1) protest representing 30.52% of the total District frontage was received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 539, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |





# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-11

**#2016-230 - Approving Promissory Note for Hall County Sanitary Sewer Improvement District No. 2; Sanitary Sewer Improvements - 2014**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** September 27, 2016

**Subject:** Approving Promissory Note for Hall County Sanitary Sewer Improvement District No. 2; Sanitary Sewer Improvements - 2014

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The City Council awarded the bid for construction of Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements – 2014 to Myers Construction, Inc. of Broken Bow, Nebraska on May 12, 2015, via Resolution No. 2015-125, in the amount of \$2,180,806.00.

On April 12, 2016, by Resolution No. 2016-83 City Council approved Change Order No. 1, which addressed large amount of unknown debris encountered on a portion of the project near Lift Station No. 25 which caused increased boring expenses, debris disposal and additional work days in the amount of \$47,018.75 for a revised contract amount of \$2,227,824.75.

On June 28, 2016, by Resolution No. 2016-158, City Council approved Change Order No. 2 which addressed energy requirements for the southern lift station, and rectified final quantity amounts, in the amount of \$16,880.00, for a revised contract amount of \$2,244,704.75.

Work on the project commenced July 28, 2015, with final completion June 3, 2016.

On July 26, 2016, by Resolution No. 2016-177, City Council approved the Certificate of Final Completion for such project in the amount of \$2,572,013.30.

The difference of the final construction cost and the Certificate of Final Completion amounts is due to engineering, filing, advertising, easements, and power source for Lift Station No. 25 & 26, which equate to \$327,308.55.

This project continued the extension of sanitary sewer to the south side of Interstate 80 along US Highway 281.



## **Discussion**

As noted in the July 26, 2016 memo to City Council \$2,369,722.83, of the \$2,572,013.30 total project cost, will be the responsibility of Sanitary Sewer Improvement District No. 2. The attached Promissory Note has been approved by Sanitary Sewer Improvement District No. 2 and provides for semi-annual installations in the amount of \$60,000.00 principal plus accrued interest commencing December 1, 2016 and on each June 1 and December 1 thereafter. Interest rate on such note shall be 2.5% with a term of twenty (20) years.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Promissory Note for Sanitary Sewer Improvement District No. 2 in the amount of \$2,369,723.00 with a 2.5% interest rate for a twenty (20) year term.

## **Sample Motion**

Move to approve.

# SULLIVAN SHOEMAKER P.C., L.L.O.

Attorneys at Law

Michael E. Sullivan  
Richard C. Witt  
Robert M. Sullivan  
Adam D. Pavelka  
Michelle J. Oldham  
Daniel D. McMahon

Burlington Center Suite 305  
747 North Burlington Avenue  
P.O. Box 309  
Hastings, NE 68902

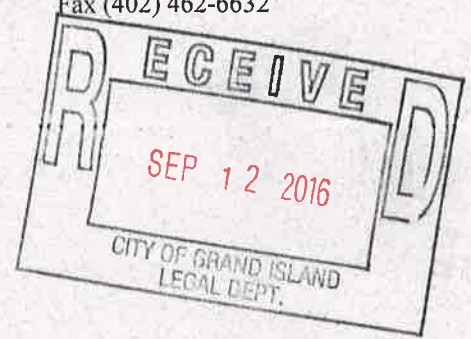
Phone (402) 462-0300  
Fax (402) 462-6632

D. Charles Shoemaker, Of Counsel

Joseph R. Helmann  
(1926 - 1992)

September 9, 2016

Grand Island City Hall  
Jerry Janulewicz, City Attorney  
P.O. Box 1968  
Grand Island, NE 68802-1968



Re: SID#2 – Hall County, Nebraska

Dear: Jerry

Enclosed herewith is the Promissory Note executed by SID #2 of Hall County related to the force sewer main project in SID #2.

Please let me know if there are any questions.

Very truly yours,  
SULLIVAN SHOEMAKER P.C.  
ATTORNEYS AT LAW

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

Michael E. Sullivan  
[mike@sullivanshoemaker.com](mailto:mike@sullivanshoemaker.com)

MES/nj  
Encls.

PROMISSORY NOTE

Grand Island, Nebraska

\$2,369,723.00

July 28, 2016.

The undersigned, for value received, hereby promises to pay to the City of Grand Island, Nebraska (hereinafter called "Holder"), at its offices at 100 East First Street, Grand Island, Nebraska the sum of Two Million Three Hundred Sixty-nine Thousand Seven Hundred Twenty-three and no/100<sup>th</sup> Dollars ( \$2,369,723.00) plus interest on the unpaid balance at the rate of 2.5% per annum in semi-annual installments in the amount of \$60,000.00 principal plus accrued interest commencing December 1, 2016 and on each June 1 and December 1 thereafter (except the last payment shall be the unpaid balance) until paid in full as provided by the payment schedule attached hereto, marked as "Exhibit A", and incorporated herein.


**Acceleration Upon Default.** At the option of the Holder hereof, this note and all other liabilities of the undersigned (hereinafter called the "Maker") to the Holder howsoever created, whether now existing or hereafter arising and whether due or to become due (this note and all such other liabilities being hereinafter called the "Obligations"), shall become immediately due and payable without notice or demand upon the occurrence of any of the event of default.

**Waiver.** No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.

**Waiver of Protest.** Every Maker, endorser and guarantor of this note, or the obligations represented hereby, expressly waives presentment, protest, demand, notice of dishonor or default, and notice of any kind with respect to this note or any guaranty of this note or the performance of the obligations under this note or any guarantee of this note. No renewal or extension of this note, no release or surrender on any collateral or other security for this note or any guaranty of this note, no release of any person, primarily or secondarily liable on this note (including any Maker, endorser or guarantor), no delay in the enforcement of payment of this note or any guaranty of this note, and no delay or omission in exercising any right or power under this note or any guaranty of this note shall affect the liability of any Maker, endorser or guarantor of this note.

**Meaning of Terms.** As herein used the word "Holder" shall mean the payee or other endorsee of this note, who is in possession of it, or the bearer hereof, if this note is at the time payable to the bearer. As used herein the word "Maker" shall mean the undersigned.

SANITARY AND IMPROVEMENT DISTRICT NO. 2, HALL COUNTY, NEBRASKA

By:   
Chairman, Board of Trustees

[attest]

  
Clerk of the District

Exhibit "A"

Interest Rate: 2.5 per cent per annum

| <u>Payment Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total Payment</u> | <u>Balance</u>  |
|---------------------|------------------|-----------------|----------------------|-----------------|
| 12/1/2016           | \$ 60,000.00     | \$ 19,801.79    | \$ 79,801.79         | \$ 2,309,723.00 |
| 6/1/2017            | \$ 60,000.00     | \$ 28,871.54    | \$ 88,871.54         | \$ 2,249,723.00 |
| 12/1/2017           | \$ 60,000.00     | \$ 28,121.54    | \$ 88,121.54         | \$ 2,189,723.00 |
| 6/1/2018            | \$ 60,000.00     | \$ 27,371.54    | \$ 87,371.54         | \$ 2,129,723.00 |
| 12/1/2018           | \$ 60,000.00     | \$ 26,621.54    | \$ 86,621.54         | \$ 2,069,723.00 |
| 6/1/2019            | \$ 60,000.00     | \$ 25,871.54    | \$ 85,871.54         | \$ 2,009,723.00 |
| 12/1/2019           | \$ 60,000.00     | \$ 25,121.54    | \$ 85,121.54         | \$ 1,949,723.00 |
| 6/1/2020            | \$ 60,000.00     | \$ 24,371.54    | \$ 84,371.54         | \$ 1,889,723.00 |
| 12/1/2020           | \$ 60,000.00     | \$ 23,621.54    | \$ 83,621.54         | \$ 1,829,723.00 |
| 6/1/2021            | \$ 60,000.00     | \$ 22,871.54    | \$ 82,871.54         | \$ 1,769,723.00 |
| 12/1/2021           | \$ 60,000.00     | \$ 22,121.54    | \$ 82,121.54         | \$ 1,709,723.00 |
| 6/1/2022            | \$ 60,000.00     | \$ 21,371.54    | \$ 81,371.54         | \$ 1,649,723.00 |
| 12/1/2022           | \$ 60,000.00     | \$ 20,621.54    | \$ 80,621.54         | \$ 1,589,723.00 |
| 6/1/2023            | \$ 60,000.00     | \$ 19,871.54    | \$ 79,871.54         | \$ 1,529,723.00 |
| 12/1/2023           | \$ 60,000.00     | \$ 19,121.54    | \$ 79,121.54         | \$ 1,469,723.00 |
| 6/1/2024            | \$ 60,000.00     | \$ 18,371.54    | \$ 78,371.54         | \$ 1,409,723.00 |
| 12/1/2024           | \$ 60,000.00     | \$ 17,621.54    | \$ 77,621.54         | \$ 1,349,723.00 |
| 6/1/2025            | \$ 60,000.00     | \$ 16,871.54    | \$ 76,871.54         | \$ 1,289,723.00 |
| 12/1/2025           | \$ 60,000.00     | \$ 16,121.54    | \$ 76,121.54         | \$ 1,229,723.00 |
| 6/1/2026            | \$ 60,000.00     | \$ 15,371.54    | \$ 75,371.54         | \$ 1,169,723.00 |
| 12/1/2026           | \$ 60,000.00     | \$ 14,621.54    | \$ 74,621.54         | \$ 1,109,723.00 |
| 6/1/2027            | \$ 60,000.00     | \$ 13,871.54    | \$ 73,871.54         | \$ 1,049,723.00 |
| 12/1/2027           | \$ 60,000.00     | \$ 13,121.54    | \$ 73,121.54         | \$ 989,723.00   |
| 6/1/2028            | \$ 60,000.00     | \$ 12,371.54    | \$ 72,371.54         | \$ 929,723.00   |
| 12/1/2028           | \$ 60,000.00     | \$ 11,621.54    | \$ 71,621.54         | \$ 869,723.00   |
| 6/1/2029            | \$ 60,000.00     | \$ 10,871.54    | \$ 70,871.54         | \$ 809,723.00   |
| 12/1/2029           | \$ 60,000.00     | \$ 10,121.54    | \$ 70,121.54         | \$ 749,723.00   |
| 6/1/2030            | \$ 60,000.00     | \$ 9,371.54     | \$ 69,371.54         | \$ 689,723.00   |
| 12/1/2030           | \$ 60,000.00     | \$ 8,621.54     | \$ 68,621.54         | \$ 629,723.00   |
| 6/1/2031            | \$ 60,000.00     | \$ 7,871.54     | \$ 67,871.54         | \$ 569,723.00   |
| 12/1/2031           | \$ 60,000.00     | \$ 7,121.54     | \$ 67,121.54         | \$ 509,723.00   |
| 6/1/2032            | \$ 60,000.00     | \$ 6,371.54     | \$ 66,371.54         | \$ 449,723.00   |
| 12/1/2032           | \$ 60,000.00     | \$ 5,621.54     | \$ 65,621.54         | \$ 389,723.00   |
| 6/1/2033            | \$ 60,000.00     | \$ 4,871.54     | \$ 64,871.54         | \$ 329,723.00   |
| 12/1/2033           | \$ 60,000.00     | \$ 4,121.54     | \$ 64,121.54         | \$ 269,723.00   |
| 6/1/2034            | \$ 60,000.00     | \$ 3,371.54     | \$ 63,371.54         | \$ 209,723.00   |
| 12/1/2034           | \$ 60,000.00     | \$ 2,621.54     | \$ 62,621.54         | \$ 149,723.00   |
| 6/1/2035            | \$ 60,000.00     | \$ 1,871.54     | \$ 61,871.54         | \$ 89,723.00    |
| 12/1/2035           | \$ 60,000.00     | \$ 1,121.54     | \$ 61,121.54         | \$ 29,723.00    |
| 6/1/2036            | \$ 29,723.00     | \$ 371.54       | \$ 30,094.54         | \$ -            |

RESOLUTION 2016-230

WHEREAS, with the extension of sanitary sewer to the south side of Interstate 80 along US Highway 281 the City Of Grand Island is requesting to enter into a Promissory Note with Sanitary Sewer Improvement District No. 2 to accommodate repayment of such sanitary sewer extension; and

WHEREAS, the final construction cost of such sanitary sewer extension is \$2,572,013.30, of which \$2,369,722.83 is the responsibility of Sanitary Sewer Improvement District No. 2; and

WHEREAS, such promissory note provides for semi-annual installations in the amount of \$60,000.00 principal plus accrued interest commencing December 1, 2016 and on each June 1 and December 1 thereafter; and

WHEREAS, the interest rate of 2.5% shall apply to the promissory note for a term of twenty (20) years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the promissory note for Sanitary Sewer Improvement District No. 2 is hereby approved in the amount of \$2,369,723.00 with a 2.5% interest rate for a twenty (20) year term.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |





# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-12

**#2016-231 - Approving HDR Engineering as the Sole Source to Provide the PGS 2016 CCR Program Documentation and Sampling Requirement**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director  
Stacy Nonhof, Asst. City Attorney

**Meeting:** September 27, 2016

**Subject:** Platte Generating Station Coal Combustion Residual (CCR) Rule Compliance Documentation

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

## **Background**

On April 17, 2015, the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule became effective on October 19, 2015. In general, CCR compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment is required for the Platte Generating Station.

Platte Generating Station personnel reviewed the regulations and determined consulting services were needed to meet the initial CCR Rule compliance schedule. HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska.

## **Discussion**

To ensure the same high quality and consistency for the next phase of the CCR requirements for compliance for the 2016 phase, it is recommended that HDR Engineering continue as the sole source. HDR is providing professional consultant services regarding CCR to Omaha Public Power District, Hastings Utilities, Fremont Utilities and the Public Power Generation Agency. The following areas will be addressed:

Task 100 - CCR Rule Groundwater Sampling  
Task 200 - CCR Closure Plan  
Task 300 – CCR Post-Closure Plan  
Task 400 – Run-on/Run-off Control System Plan

The total cost to be approved not to exceed fee amount of \$86,290.00

In accordance with City procurement code, plant staff recommends that the Council authorize HDR Engineering continue their services as the sole source for the Platte Generating Station CCR requirements.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council authorize HDR, Inc., of Omaha, Nebraska, as the sole source for providing Engineering services to meet the Coal Combustion Residuals program 2016 documentation and sampling for Platte Generating Station.

### **Sample Motion**

Move to authorize HDR, Inc., of Omaha, Nebraska, as the sole source for providing Engineering Services for the Platte Generating Station 2016 CCR program documentation and sampling requirements.

RESOLUTION 2016-231

WHEREAS, on April 17, 2015 the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA), and this rule became effective on October 19, 2015; and

WHEREAS, after review of the regulations it was determined that consulting services were needed to meet the initial CCR Rule compliance schedule; and

WHEREAS, HDR Inc., of Omaha Nebraska was determined to be the sole source to provide this service; and

WHEREAS, the total cost will be a not to exceed fee in the amount of \$86,290.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering, Inc., of Omaha, Nebraska is authorized as the sole source, to provide Engineering Services for the Platte Generating Station 2016 CCR Program documentation and sampling requirements.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-13

**#2016-232 - Approving the Certificate of Final Completion for  
Water Main Project 2016-W-3 at 13th & Beal Streets**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** September 27, 2016

**Subject:** Certificate of Final Completion – 13<sup>th</sup> and Beal Street Intersection – Water Main Project 2016-W-3

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Water Main Project 2016-W-3 has been completed by the Diamond Engineering Company of Grand Island, Nebraska. The work eliminated a conflict between the water main and sanitary sewer main within the intersection and now conforms to current clearance requirements. A site map of the area is attached for reference.

## **Discussion**

The project has been completed in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was \$23,348.57.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council accept the Certificate of Final Completion for Water Main Project 2016-W-3 at the Intersection of 13<sup>th</sup> and Beal Streets.

## **Sample Motion**


Move to accept the Certificate of Final Completion for Water Main Project 2016-W-3 – 13<sup>th</sup> and Beal Street Intersection.




## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

### Water Main Project 2016-W-3

Water Main Project 2016-W-3 is located within the 13th Street and Beal Street intersection in the northeast part of City of Grand Island, NE. The work eliminated a cross-connection between the water main and sanitary sewer systems. The work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.


  
\_\_\_\_\_  
Lynn M. Mayhew, P.E. #E-10661



  
\_\_\_\_\_  
Date

I hereby authorize Water Main Project 2016-W-3 to be incorporation into the City of Grand Island water system.

  
\_\_\_\_\_  
Tim Luchsinger, Utilities Director

  
\_\_\_\_\_  
Date

**CERTIFICATE OF FINAL COMPLETION**

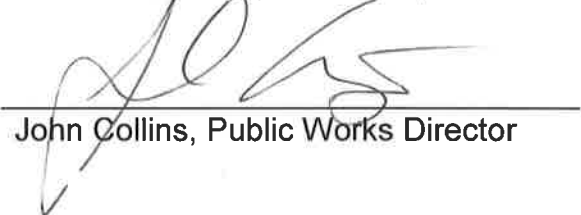
**Water Main Project 2016-W-3  
13<sup>th</sup> Street and Beal Street Intersection**

**September 27, 2016**

Water Main Project 2016-W-3 eliminated a conflict between the water main and sanitary sewer main within the 13<sup>th</sup> Street and Beal Street intersection and conforms to modern construction practices.

The work on this project, as certified to be fully completed by Tim Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director/City Engineer, in accordance with the provision of Section 16-650, R.R.S., 1943.

Respectfully submitted,

  
\_\_\_\_\_  
John Collins, Public Works Director

**WATER MAIN PROJECT 2016-W-3**

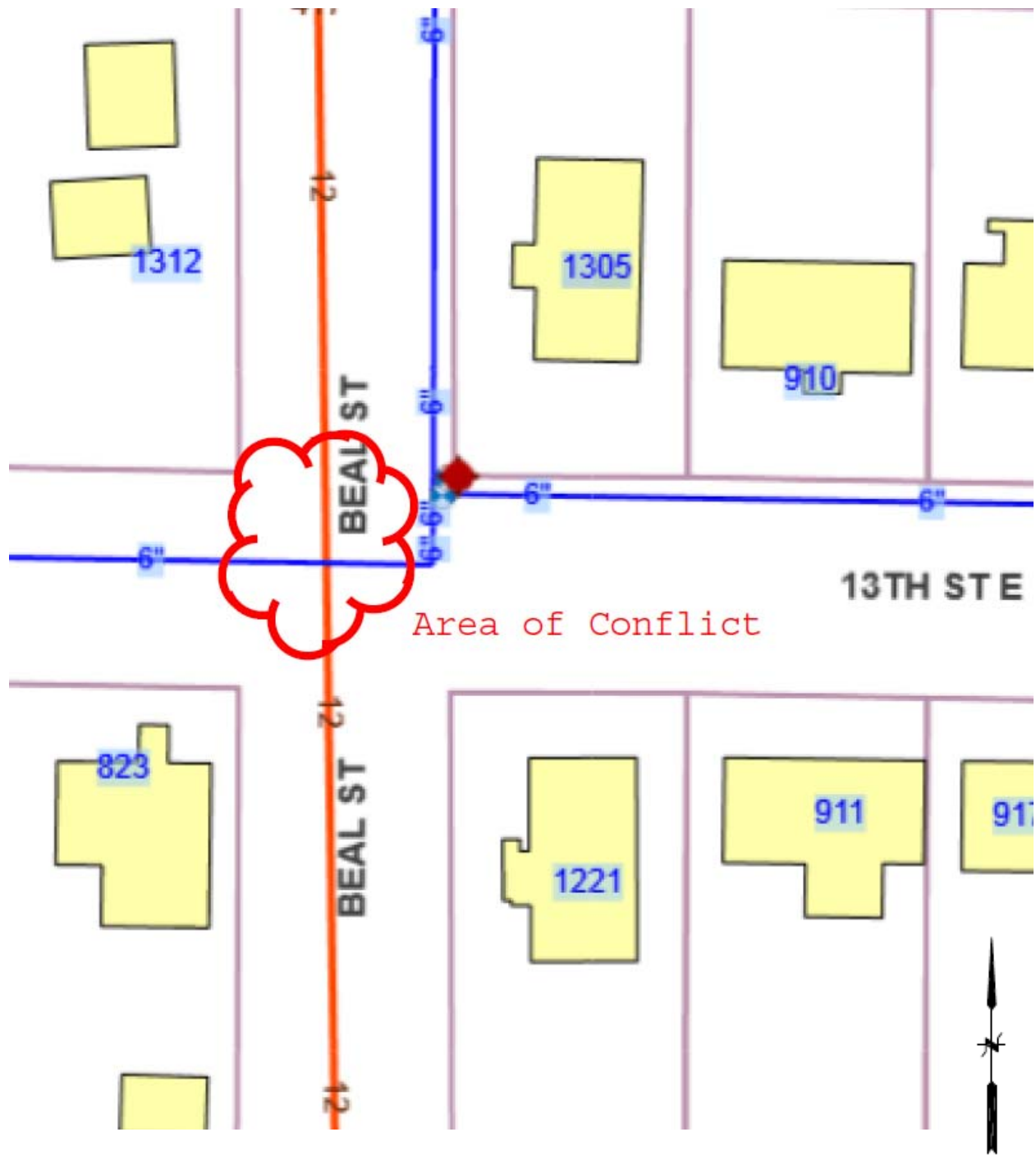
**September 27, 2016**

**TO THE MEMBERS OF COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA**

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2016-W-3 be approved.

Respectfully submitted,

  
\_\_\_\_\_  
Jeremy L. Jensen, Mayor



Utilities Department  
Water Main Project 2016-W-3

RESOLUTION 2016-232

WHEREAS, the Utilities Engineer and the Public Works Director have issued a Certificate of Final Completion for Water Main Project 2016-W-3 within the intersection of 13<sup>th</sup> Street and Beal Street, in the City of Grand Island, Nebraska, certifying that the Diamond Engineering Company of Grand Island, Nebraska has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the Engineer's certificate of final completion; and

WHEREAS, the Mayor concurs with the recommendation of the Public Works Director's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2016-W-3 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

|                     |   |               |
|---------------------|---|---------------|
| Approved as to Form | ☐ | _____         |
| September 23, 2016  | ☐ | City Attorney |



# **City of Grand Island**

**Tuesday, September 27, 2016**

**Council Session**

## **Item G-14**

**#2016-233 - Approving the Certificate of Final Completion for  
Water Main Project 2015-W-10 - Gulf Stream Drive and Citation  
Way**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** September 27, 2016

**Subject:** Certificate of Final Completion – Gulf Stream Drive and Citation Way – Water Main Project 2015-W-10

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Water Main Project 2015-W-10 has been completed by the Diamond Engineering Company of Grand Island, Nebraska. The work replaced a section of water main that had begun to deteriorate at the northerly end of the Central Nebraska Regional Airport within Gulf Stream Drive and Citation Way. A site map of the area is attached for reference.

## **Discussion**

The project has been completed in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was \$213,513.16.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council accept the Certificate of Final Completion for Water Main Project 2015-W-10 at the northerly end of the Central Nebraska Regional Airport within Gulf Stream Drive and Citation Way.

## **Sample Motion**

Move to accept the Certificate of Final Completion for Water Main Project 2015-W-10 – Gulf Stream Drive and Citation Way at the Central Nebraska Regional Airport.



## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

### Water Main Project 2015-W-10

Water Main Project 2015-W-10 is located at the Central Nebraska Regional Airport along Citation Way and Gulf Stream Drive, Grand Island, NE. The work replaced a section of 6" water main that was deterioration due to age. The new 8" dia. main will provide increased capacity and fire protection to the area. All work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.



\_\_\_\_\_  
9/7/16  
Date

I hereby authorize Water Main Project 2015-W-10 to be incorporation into the City of Grand Island water system.

\_\_\_\_\_  
Tim Luchsinger, Utilities Director

\_\_\_\_\_  
9-12-16  
Date

**CERTIFICATE OF FINAL COMPLETION**

**Water Main Project 2015-W-10  
Citation Way and Gulf Stream Drive at the  
Central Nebraska Regional Airport**

**September 27, 2016**

Water Main Project 2015-W-10 was awarded to the Diamond Engineering Company of Grand Island Nebraska to replace a section of water main at the Central Nebraska Regional Airport within Gulf Stream Drive and Citation Way.

The work on this project, as certified to be fully completed by Tim Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director/City Engineer, in accordance with the provision of Section 16-650, R.R.S., 1943.

Respectfully submitted,



John Collins, Public Works Director

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**WATER MAIN PROJECT 2015-W-10**

**September 27, 2016**

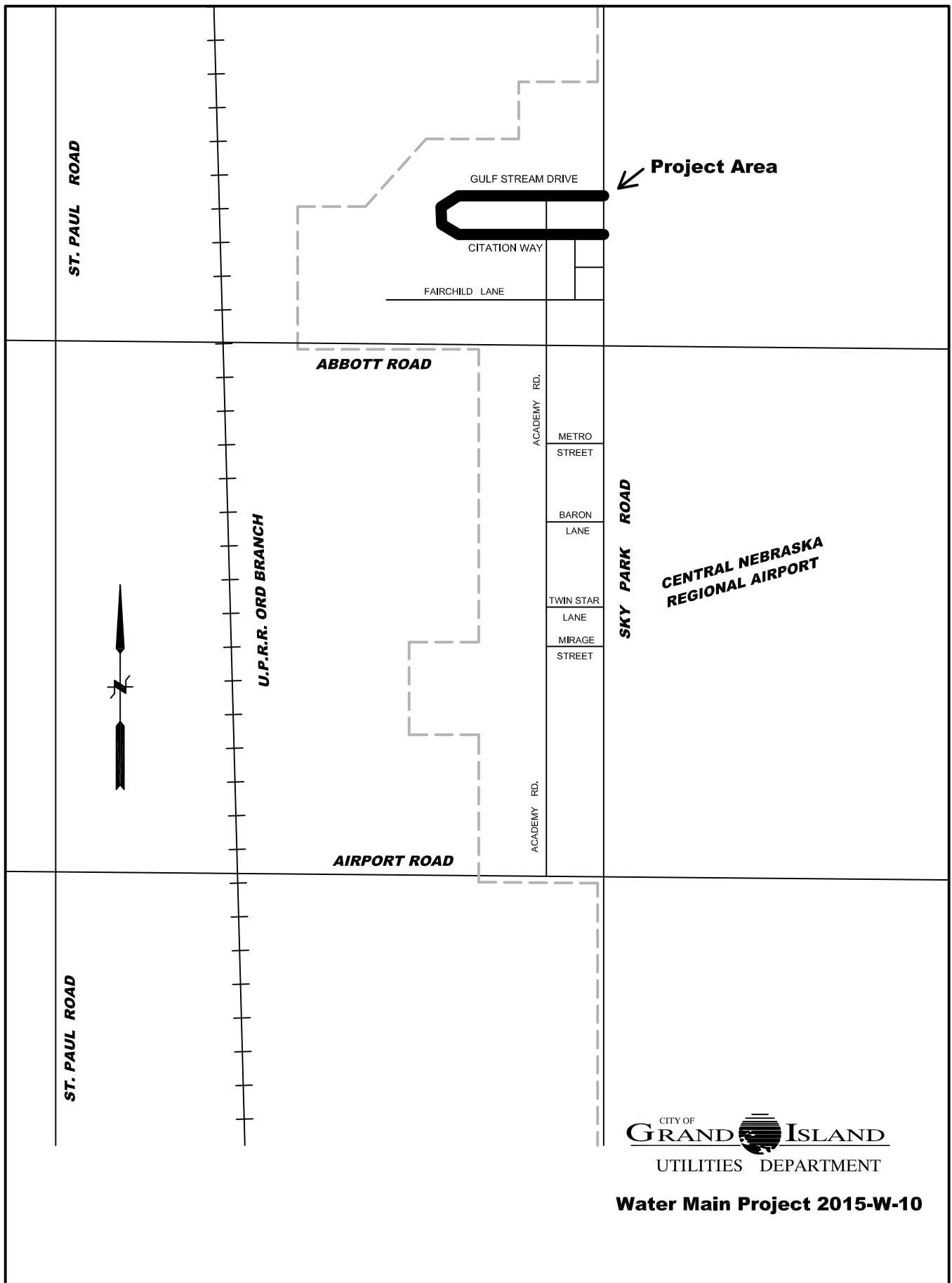
**TO THE MEMBERS OF COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA**

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2015-W-10 be approved.

Respectfully submitted,



Jeremy L. Jensen, Mayor



RESOLUTION 2016-233

WHEREAS, the Utilities Engineer and the Public Works Director have issued a Certificate of Final Completion for Water Main Project 2015-W-10 within Gulf Stream Drive and Citation Way at the Central Nebraska Regional Airport in the City of Grand Island, Nebraska, certifying that the Diamond Engineering Company of Grand Island, Nebraska has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the Engineer's certificate of final completion; and

WHEREAS, the Mayor concurs with the recommendation of the Public Works Director's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2015-W-10 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-15

### **#2016-234 - Approving Employee Assistance Program Renewal**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** September 27, 2016

**Subject:** Approval of Employee Assistance Program (EAP)  
Contract Renewal

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

The City of Grand Island provides employees with an Employee Assistance Program (EAP). This benefit is designed to assist employees in resolving personal problems (e.g. mental health, family issues, substance/alcohol abuse, financial issues) through counseling by qualified mental health professionals. The City also utilizes EAP for in-house services such as critical incident stress debriefing, harassment training and wellness education. The City currently has a contract with Family Resources of Greater Nebraska (Family Resources) that will expire September 30, 2016.

## **Discussion**

The current contract with Family Resources includes an option for renewal. The renewal period would run from October 1, 2016 to September 30, 2017. EAP would continue to honor their current pricing at \$9,000 per year. Family Resources has held their pricing consistent for the past three years. The City and employees continue to be satisfied with services.

## **Alternatives**

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

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



### **Recommendation**

City Administration recommends that the Council approve the contract with Family Resources of Greater Nebraska PC to provide EAP services to City employees.

### **Sample Motion**

Move to approve the contract with Family Resources of Greater Nebraska to provide EAP services to City employees.

**EMPLOYEE ASSISTANCE PROGRAM CONTRACT**  
between  
**The City of Grand Island**  
and  
**Family Resources of Greater Nebraska PC**



***Helping You Move Forward!***

**October 1, 2016 – September 30, 2017**

**July 29, 2016**

# **FAMILY RESOURCES OF GREATER NEBRASKA PC EMPLOYEE ASSISTANCE PROGRAM**

## **EMPLOYER AGREEMENT**

This Agreement is made by and between **Family Resources of Greater Nebraska, PC**, a Nebraska professional corporation, (hereinafter FRGN) and **the City of Grand Island** (hereinafter Employer.)

**Whereas**, FRGN provides Employee Assistance Program services; and

**Whereas**, Employer desires to provide such services to its employees;

**Now therefore**, the parties agree that Employer will purchase from FRGN, Employee Assistance Program services for its employees in the manner and on the terms and conditions as set forth below.

**Term and Termination:** This agreement shall be for a term of one year commencing October 1, 2016. Either party may terminate this Agreement at any time upon sixty days prior written notice to the other party.

**Eligibility for Services:** The services provided by FRGN under this agreement shall be available to Employer's employees and employee family members, hereinafter called clients. Employee family members as used herein shall mean:

- a. the employee's spouse;
- b. the employee's domestic partner
- c. the employee's minor children;
- d. the employee's parents, siblings or others who regularly reside with the employee and are legal dependents of the employee.

**Fees:** For services provided under this agreement, the Employer shall pay FRGN an annual fee of \$9,000.00 to be billed on a quarterly basis. The fee shall be paid quarterly in installments equal to twenty-five percent (25%) of the annual fee which will be billed in the amount of \$2250.00.

The City of Grand Island agrees to submit an updated employee roster on a quarterly basis.

**Contract Renewal:** This agreement shall be for a term of one year commencing October 1, 2016 and shall automatically renew for the 12 month period of October 1, 2016 to September 30, 2017 thereafter unless terminated as provided herein. Either party may terminate this Agreement at any time upon sixty days prior written notice to the other party.

If this agreement is terminated by either party during a period for which payment has already been made, FRGN shall refund to the Employer within thirty (30) days after the effective date of termination, the pro-rata portion of fees paid for the period of time following termination.

**Program Services:** In consideration for the fee described in paragraph 3, FRGN will provide program services that are designed to identify and resolve problems for clients impaired by personal concerns. These services may vary from case to case depending upon the nature of the client's presenting issue(s) and the various resources available for its resolution, but shall generally include the following **Employee Assistance services**:

- a. Meet with client for assessment of presenting issues and/or concerns.
- b. Develop and recommend a plan of action.
- c. When clinically appropriate, mental health/substance abuse professionals shall provide short-term, solution-focused counseling to assist clients resolve concerns.
- d. When clinically appropriate, refer within FRGN or to outside professionals, for appropriate diagnosis, treatment, on-going therapy and/or assistance.
- e. Where the client is referred for treatment, on-going therapy and/or assistance, provide follow-up contact to monitor progress and assist with post-treatment planning.
- f. Assist with assessing insurance or other third-party payment of expenses of outside services to which referred.

**Employer services:**

Consult with and train appropriate persons within the Employer's organization to identify and resolve job-performance issues relating to employee concerns.

The above services shall be limited in quantity to those services purchased by Employer and described in EXHIBIT A, attached hereto. Additional services described in EXHIBIT B are also available to Employer on an as-needed basis at the fees stated therein.

This Employee Assistance Program shall not provide medical diagnosis or treatment, long term counseling, psychiatric care, legal advice or financial advice, but may refer employees to appropriate resources within FRGN or to other professionals that provide those services.

**Access to Services:** All initial contacts by the client shall be with FRGN's Grand Island office, either in person or by telephone. Assessment and counseling services for clients will be provided at the offices of FRGN in Grand Island unless it is in the best interest of the client to be served in another location with services provided by a FRGN affiliate provider.

**Additional Services:** If a client is referred for services beyond those provided under this Agreement, the clients will be advised of this and his/her financial responsibility for the cost of such services, and assisted in evaluating any available health insurance

reimbursement or other third-party coverage. Such services may, when deemed appropriate, be provided by FRGN or an affiliate described in paragraph 5 above.

**Reports:** FRGN shall provide annual and quarterly reports to the Employer that shall contain the following information:

Quarterly:

- a. Total number of client inquiries regarding program services.
- b. Total number of clients who actually used the services.

Annually as requested:

- c. Total number of contacts with employees and family members.
- d. Whether the contacts were in person or telephone sessions.
- e. What additional referrals, if any, were made to professional or community resources.
- f. Nature of referrals to services, (i.e., whether they were self-initiated, initiated by a family member or by the Employer.)
- g. Such other information to which the parties mutually agree.

**Employer's Obligations:** In addition to payment of fees as provided in paragraph 4 herein, the Employer shall:

- a. Provide FRGN with a current employee roster, including employee's mailing address and update such information on a quarterly basis.
- b. Appoint an internal employee assistance coordinator to plan and assist in implementing the program and act as Liaison with the program.
- c. Provide FRGN with a copy of all employment policies currently in force.
- d. Provide FRGN with current hospitalization and health insurance policies and other employee benefits relevant to the program to enable FRGN to make effective referrals.

**Confidentiality:** Reports and information provided to Employer shall be summaries and shall not identify any employee or family member by name or other identifier. Information regarding any identified or identifiable individual employee or family member shall be confidential, and shall not be provided to the Employer without the individuals' expressed written consent. A copy of FRGN's Policy on Client Confidentiality is attached to this agreement.

**HIPAA Privacy Rule:** Family Resources of Greater Nebraska agrees to the provisions of these requirements to protect the interest of all parties and agrees to provide each client with the appropriate HIPPA documentation.

**Miscellaneous:** The laws of the State of Nebraska shall govern this agreement. This agreement may not be assigned, except as provided in paragraph 5 regarding FRGN affiliates, without the written agreement of both parties. The foregoing constitutes the entire agreement of the parties and supersedes all prior agreements either oral or written.

IN WITNESS THEREOF, the parties have executed this agreement on \_\_\_\_\_, 2016.

*City of Grand Island*

*Family Resources of Greater Nebraska, PC*

By: \_\_\_\_\_  
*Mayor*

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

*Attest:*

By: \_\_\_\_\_  
*City Clerk*

*Resolution #* \_\_\_\_\_

*Approved as to Form:*

By: \_\_\_\_\_  
*City Attorney*



## EXHIBIT A

### **Employee Assistance Program Services Purchased by The City of Grand Island From Family Resources of Greater Nebraska, PC**

#### **Six Session Per Incident EAP**

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**Provide up to six 50-minute sessions per family member per incident** with a licensed mental health professional or substance abuse counselor, per contract year. Sessions for initial consultation and assessment are included in the six-session limit. Complete evaluations for substance abuse utilize only one EAP session. Sessions remaining after the assessment is completed may be used for short-term, solution focused therapy if such therapy is determined by the assessing clinician to be clinically appropriate. Sessions are available to all full and part time employees, their spouses, life partners, significant others if in two year minimum relationship, their dependent children under the age of 26, and dependent parents who resides with the employee (proof of residence and dependency required).

**Provide up to two follow-up phone** contacts per client, per incident if deemed necessary by the therapist.

**Provide 24-hour emergency telephone access** to a licensed mental health professional.

**Provide up to four employee orientation meetings** for new hires upon request of personnel department as well as unlimited access via the Family Resources website.

**Provide up to twenty hours of onsite supervisory and/or employee Wellness Education In-services, when requested.** Topics to be selected by an authorized Official of the City of Grand Island.

**Provide Mandatory Supervisory Sessions** upon request and obtain all necessary paperwork to conduct business with referral source. At the discretion of Family Resources staff, up to three sessions may be required per mandatory referral, at no additional cost to the city. This process would not affect an employees' personal sessions. Releases of information would be obtained during this process to insure complete cooperation between EAP, employee, City supervisor and HR in correcting workplace behavior or performance situations.

**Provide sufficient posters and brochures** at Employer's sites to promote EAP services.

**Provide electronic newsletters** up to six times per contract year to the office of Human Resources for inclusion in the city's employee newsletter.

**Compile and submit quarterly utilization reports**

**Provide up to 50 hours per contract year of telephone consultation** with licensed mental health professionals for Employer's designated managers. The time of each call will be recorded and counted against the annual total. The minimum time recorded shall be 10 minutes. Response time for this consultation will be 15 minutes for those calls designated as

6

an “emergency” by Employer’s designated managers and 2 hours for all other calls. (Employer will provide FRGN with list of managers/administrators approved to receive this service)

**Provide an educational information library** for all employees to access on the Family Resources website.

## **EXHIBIT B**

### **Additional Employee Assistance Program Services Available to The City of Grand Island From Family Resources of Greater Nebraska, PC**

**\*The following services are available on an as-requested basis.**

On-site critical incident stress debriefing services: \$150.00/counselor/hour (including travel time)  
This service includes the following: FRGN shall provide a qualified mental health provider who will serve as the coordinator of Critical Incident Stress Debriefing services. This mental health provider will work closely with Employer's existing in-house team of trained professionals and will serve as the contact for initiation of services, contact and coordination of the team, oversee periodic meetings and training and will serve as the mental health provider at each incident as requested by Employer. The mental health provider's time will be recorded in minimum segments of at least 15 minutes and charges for the service will be billed to Employer quarterly.

Additional phone consultation with designated managers @\$25.00 per call. This service allows Employer the opportunity to purchase telephone consultation in addition to the 10 hours provided in Exhibit A.

Additional follow-up phone calls for employees and covered family members @ \$25.00 per call. This service allows employer the opportunity to purchase additional follow-up services beyond the two follow-up contacts provided in Exhibit A. (This service may be helpful for clients using EAP services because of a supervisory referral.)

With the prior approval of Employer, in-person, follow-up for employees or covered family members @ \$80.00 per hour

Wellness educational in-services: \$150.00/hour. (beyond the 20 hours included Exhibit A)

Interpretation Services: \$50.00 per hour

Contracted interpreters must meet certain standards as set forth by the  
management of Family Resources of Greater Nebraska.

Group Conflict Resolution involving three or more employees: \$150.00 per hour plus mileage

Emotional Quotient Inventory: \$250.00 per employee

- Includes testing, scoring, individual employee report, one department report, and one department follow-up session with Family Resources staff.
- Recommended delivery through departments
- Can be contracted for one department up to full staff

## **Confidentiality Policy Employee Assistance Program**

As an Employee Assistance Program Provider, Family Resources of Greater Nebraska (FRGN) strives to maintain the highest standards of program confidentiality to comply with legal and ethical mandates and meet the needs of our clients. In this regard, we have established specific guidelines for our own professional conduct with respect to protecting the confidence of client company employees and immediate family members.

Basic Philosophy: Except as noted in subsequent sections, FRGN, including our clinicians, staff, sub-contractors and affiliates will refrain from disclosing or communicating any information identifying and/or describing a user of our services to anyone, including an employee's family, fellow employees or supervisors, or any other persons outside our organization.

Release of Confidential Information: When assistance of any employee is requested by that person's employer and/or supervisor, we will request that the employee sign a Release of Information Form allowing our clinicians (including sub-contractors, consultants and affiliates) to communicate with the company and/or supervisor to facilitate the documentation, assessment and resolution of work-related performance problems. That release shall specify the information that may be disclosed, the purpose for such disclosure, and the effective period during which confidential information may be released to a specific party. If the employee declines to sign the Release of Information Form, we cannot confirm that the employee is a client. The company and/or supervisor may request such a release from the employee in conjunction with reviewing the performance-based consequences that will occur if the clinician cannot provide the company/supervisor with reason to expect a realistic improvement in the employee's job performance. We will request from the employee a signed Release of Information Form, which authorizes the EAP to release information to the company and/or supervisor when documentation of work performance or relationships appears necessary for making an accurate assessment or to ensure appropriate action on the part of the employee or supervisor in resolving the problem.

Communication with Treatment Providers: When an employee's issues necessitate referral to a treatment provider outside of FRGN, the employee will be asked to sign a Release of Information Form allowing our clinician or consultant to share relevant assessment information with the intended treatment provider. If it is not possible to obtain a written release (as in telephone assessment), the clinician will ask for verbal permission to release the aforementioned information and will document in the employee's record whether permission is verbally granted.

Communication of Aggregate Information: In the case of employees who refer themselves to FRGN or who are referred by a family member, we will verify such referrals only through aggregate demographic data reported to the company on a quarterly basis. The same type of information will be reported on employee family members who use our services. This demographic information does not contain data that could be used to identify specific individuals and/or family members.

Disclosure Without a Release: Federal or state laws may, in specific instances, require the disclosure of employee information irrespective of a signed and authorized release form. When a clinician has reasonable suspicion that physical or sexual abuse of a child or vulnerable adult has occurred or that there is a threat of harm to oneself or another person by the employee or an immediate family member, then disclosure to the appropriate authorities is necessary and, in

many instances, legally mandated. Records may also have to be released without a signed consent by the employee or family member if subpoenaed by a court of law.

Security Clearance: With client companies whose employees have security clearances, FRGN agrees to work cooperatively with security personnel, within established State and Federal guidelines, on medical records and information. FRGN requests that the company's personnel and/or department charged with overseeing and maintaining security continues to assume primary responsibility to ensure the integrity of the company security system. Security personnel will need to manage and assess security issues with those employees referred by self or the company for EAP services. If security obtains a signed consent from a referred employee for the disclosure of confidential information to the company and/or security personnel, FRGN will provide the designated information that may be needed by security personnel to assess the employee's risk in this respect. In the absence of a signed and authorized release, the employer must assume the responsibility for monitoring employees deemed to be a risk for breaching security.

## POINTS OF CLARIFICATION

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### **INTERPRETOR NEEDS:**

Family Resources of Greater Nebraska agrees to provide interpretive services if and when any employee of the City of Grand Island and/or their family members as covered in the EAP, who do not speak proficient English or who may be hearing impaired, requests utilization of the EAP services. The City of Grand Island will be billed all fees, in addition to the basic contract amount, incurred by Family Resources through interpreter contracting. See fee schedule. **Spanish Counseling services are provided in Grand Island at the office of a Family Resources affiliate.**

### **EMPLOYEE LIST**

The City of Grand Island must agree to provide a current employee list at the beginning of each quarter of the contract to be utilized for employment verification at the initial time of service.

### **HANDLING OF HARRASSMENT ISSUES:**

Should any therapist providing service to any employee of the City of Grand Island become aware of any type of harassment issues occurring in the workplace, it will be the policy of Family Resources of Greater Nebraska to request said employee to sign a release of information so that open communication can begin between the employee, the therapist, and the Personnel Administrator for the City of Grand Island.

### **RANDOM DRUG TESTING FOLLOW-UP:**

In accordance with a organization's drug testing policy, Family Resources through the contracted EAP service, would provide counseling and evaluation services, up to six sessions, to any employee who tests positive for drug use in the workplace. These mandatory sessions do not count against an employees' personal sessions. Complete substance abuse evaluations require the use of two of the six EAP sessions available to any one individual to complete.

### **CONFLICT RESOLUTION SERVICES:**

If conflict resolution is needed between two employees, their individual EAP sessions may be utilized. If conflict resolution services are needed between three or more people or within a total department, additional group conflict resolution services may be purchased. See fee schedule.

### **LOCATION OF SERVICE DELIVERY:**

All EAP services would be delivered in the Family Resources of Greater Nebraska offices in Grand Island, Kearney or York, NE unless it is in the best interest of the client to be served by an affiliate provider in another location. Practice staff will determine this need upon initial contact with the Family Resources office.



RESOLUTION 2016-234

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, Family Resources of Greater Nebraska PC is the service provider of the City of Grand Island's Employee Assistance Program (EAP); and

WHEREAS, the proposed contract renewal is for \$9,000 per year for the contract duration of one year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the agreement by and between the City of Grand Island and Family Resources of Greater Nebraska PC for the period of October 1, 2016 through September 30, 2017.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-16

**#2016-235 - Approving Amendment to IBEW Labor Contract**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** September 27, 2016

**Subject:** Consideration of Approving Amendment to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Utilities Department) Bargaining Unit

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

The City of Grand Island (City) maintains a labor agreement with the International Brotherhood of Electrical Workers (IBEW) Local 1597 (Utilities Department). Proposed changes to the labor agreement must be mutually agreed upon between the City and the Union.

## **Discussion**

The proposed amendment to the labor contract would create a new job classification titled Utilities Groundsman. The purpose of the new position is to dedicate a specific resource to tree trimming activities. Currently, the Lineworker Apprentice position absorbs these activities. The proposed change would re-allocate one (1) Lineworker Apprentice position to one (1) Utilities Groundsman position. The current wage scale for a Lineworker Apprentice is \$21.7042 - \$31.8251 per hour. The Utilities Groundsman wage scale would be \$20.0000 - \$28.0000 per hour. Please find included with this memo a Utilities Groundsman job description along with the labor contract amendment language. The remaining terms of the labor contract will remain unchanged for the duration of the contract.

## **Alternatives**

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

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

## **Recommendation**

The City Administration recommends approval of the Amendment to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Utilities Department) Bargaining Unit.

## **Sample Motion**

Move to approve.

**AMENDMENT TO THE LABOR CONTRACT BETWEEN THE CITY OF GRAND ISLAND  
AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL  
1597 UTILITIES DEPARTMENT BARGAINING UNIT**

This Amendment to the Labor Contract between the City of Grand Island and the International Brotherhood of Electrical Workers Local 1597 Utilities Department Bargaining Unit sets forth terms and conditions agreed to by the parties as follows:

I.

This Amendment applies only to the aforementioned Agreement between the parties that is presently in effect from October 1, 2014 to September 30, 2017 (the "Agreement").

II.

**Article I of the Agreement is amended by adding the following:**

B. CLASSES OF EMPLOYEES

32. Utilities Groundsman

III.

**Exhibit B to the Agreement is amended by adding the following:**

|                      |               | STEP 1    | STEP 2    | STEP 3    | STEP 4    | STEP 5    | STEP 6    | STEP 7    | STEP 8    |
|----------------------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| UTILITIES GROUNDSMAN | HOURLY        | 20.0000   | 20.9856   | 22.0198   | 23.1050   | 24.2436   | 25.4383   | 26.6920   | 28.0000   |
|                      | 8033 BIWEEKLY | 1,600.00  | 1,678.85  | 1,761.58  | 1,848.40  | 1,939.49  | 2,035.06  | 2,135.36  | 2,240.00  |
|                      | MONTHLY       | 3,466.67  | 3,637.51  | 3,816.76  | 4,004.87  | 4,202.23  | 4,409.30  | 4,626.61  | 4,853.33  |
|                      | ANNUAL        | 41,600.00 | 43,650.10 | 45,801.08 | 48,058.40 | 50,426.74 | 52,911.56 | 55,519.36 | 58,240.00 |

**Exhibit C is amended by adding the following:**

|                      |               | STEP 1    | STEP 2    | STEP 3    | STEP 4    | STEP 5    | STEP 6    | STEP 7    | STEP 8    |
|----------------------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| UTILITIES GROUNDSMAN | HOURLY        | 20.5500   | 21.5627   | 22.6253   | 23.7404   | 24.9103   | 26.1379   | 27.4260   | 28.7700   |
|                      | 8033 BIWEEKLY | 1,644.00  | 1,725.02  | 1,810.02  | 1,899.23  | 1,992.82  | 2,091.03  | 2,194.08  | 2,301.60  |
|                      | MONTHLY       | 3,562.00  | 3,737.54  | 3,921.71  | 4,115.00  | 4,317.78  | 4,530.57  | 4,753.84  | 4,986.80  |
|                      | ANNUAL        | 42,744.00 | 44,850.52 | 47,060.52 | 49,379.98 | 51,813.32 | 54,366.78 | 57,046.08 | 59,841.60 |

Except as amended as set forth above, the terms of the Agreement shall remain in full force and effect.

Witness Our Hands:

THE CITY OF GRAND ISLAND

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Jeremy L. Jensen, Mayor

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 1597

8/29/16  
Date

By Dan Quick  
Dan Quick, President





## UTILITIES GROUNDSMAN

**DEPARTMENT:** Electric Utilities

**CLASSIFICATION:** Non Exempt

**DIVISION:** Line

**JOB CLASS:** 8033

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### **DEFINITION**

Learn and perform a variety of semi-skilled and skilled tasks involved in the maintenance of overhead electrical services for the City of Grand Island.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives immediate supervision from supervisory or managerial staff.

Exercises no supervision.

### **ESSENTIAL FUNCTIONS**

Perform essential duties on tree crew; assist in identifying obstructed lines; work with crew chief in removing limbs and trees accordingly; chip wood from limbs and trees; grind stumps as necessary and clean up debris.

Assist as a groundsman with the installation and maintenance of primary and secondary voltage power lines and systems; assist in replacing old or malfunctioning power lines.

Perform routine maintenance on electrical equipment, machinery and tools; ensure that service vehicles are equipped to respond to emergency situations.

Observe all established safety standards while performing work including the wearing of safety apparel, proper placement of work barricades and warning signs and grounding of machinery and equipment.

Assist with cleaning vehicles, equipment and City facilities associated with electric lines work.

Operate and use a wide variety of equipment including various hydraulic, hand and power tools, various trucks, wire pulling equipment, and chippers.

Regular attendance that is punctual and dependable is required.

Display honest, trustworthy, and ethical behavior when dealing with internal and external customers.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Perform other duties as assigned.

### **QUALIFICATIONS**

Knowledge of:

Safe work practices.

Names, uses and locations of materials and line equipment stored on maintenance vehicles.

Pertinent Federal, State, and local laws, codes and regulations.

Ability to:

Learn proper tree removal and trimming techniques.

Learn names, uses and locations of materials and line equipment stored on line and bucket trucks.

Learn to identify voltage level and types of power lines.

Lift and/or move heavy weights.

Perform work during adverse weather conditions.

Perform work from ladders, at varying heights above ground level and in confined spaces.

Drive and operate all vehicles and equipment assigned.

Communicate clearly and concisely, both orally and in writing.

Learn and perform duties usually associated with groundsman position.

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Read and understand maps, blueprints and drawings.

License or Certification:

Possession of, or ability to obtain and maintain, an appropriate, valid Class A commercial driver's license within six (6) months of hire.

Possession of, or ability to obtain and maintain, an appropriate valid certification in cardio-pulmonary resuscitation and first aid within six (6) months of hire.

## **EXPERIENCE AND TRAINING GUIDELINES**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Professional tree trimming experience is desired.

Training:

A high school diploma or GED is required, supplemented by training in electrical work.

## **WORKING ENVIRONMENT**

Duties are performed both indoors and out. Indoor work is typically performed in a workshop setting. While working outdoors, incumbent is exposed to inclement weather conditions. Duties may also require the incumbent to work in confined spaces.

## **PHYSICAL REQUIREMENTS**

### Activities:

|                 |          |
|-----------------|----------|
| Sitting         | Frequent |
| Standing        | Frequent |
| Walking         | Frequent |
| Reaching        | Frequent |
| Climbing        | Frequent |
| Bending         | Frequent |
| Squatting       | Frequent |
| Kneeling        | Frequent |
| Twist/Turn      | Frequent |
| Balance         | Frequent |
| Simple Grasping | Frequent |
| Handling        | Frequent |

### Lifting

|                       |                                                   |
|-----------------------|---------------------------------------------------|
| Chair to Floor        | 85# Minimal<br>50# Occasional<br>25# Frequent     |
| Waist Level           | 75# Minimal/Occasional                            |
| Above Shoulder        | 50# Occasional<br>25# Frequent                    |
| <u>Push/Pull</u>      | 100# Occasional<br>50# Frequent                   |
| <u>Carry: 50 feet</u> | 50# Occasional<br>25# Frequent                    |
| <u>Use of Feet</u>    | Foot Controls:<br>Right Frequent<br>Left Frequent |

RESOLUTION 2016-235

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City Of Grand Island is represented by the Internal Brotherhood of Electrical Workers (IBEW) Local 1597; and

WHEREAS, representatives of the City and IBEW, Local 1597 met to negotiate a labor amendment; and

WHEREAS, the labor amendment creates the job classification of Utility Groundsman; and

WHEREAS, the labor amendment specifies a pay scale for the position; and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Amendment by and between the City Of Grand Island and the Internal Brotherhood of Electrical Workers (IBEW) Local 1597 for the period of September 27, 2016 through September 30, 2017.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

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Jeremy L. Jensen, Mayor

ATTEST:

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-17

### **#2016-236 - Approving Annual Payment for Utility Billing Software Support**

Staff Contact: Renae Griffiths, Finance Director

# **Council Agenda Memo**

**From:** Renae Griffiths, Finance Director

**Meeting:** September 27, 2016

**Subject:** Approving Annual Payment for Utility Billing Software Support

**Presenter(s):** Renae Griffiths Finance Director

## **Background**

On July 9, 2013, Council approved the purchase and implementation of Advanced Utility Systems CIS Infinity software solution for Utility Billing via resolution 2013-227. This software serves as the billing platform for the Electric, Water and Wastewater funds within the City of Grand Island. The system officially went live on April 1, 2015.

## **Discussion**

The total cost for the period of 10/1/2016 to 9/30/2017 is \$69,648.47 (5.14% increase). This includes annual maintenance support for CIS Infinity, the core software, and Infinity.Link, the online payment website.

## **Alternatives**

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

1. Approve the 2016-2017 invoice from AUS for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the Annual Utility Billing Support Invoice in the amount of \$69,648.47.

## **Sample Motion**

Move to approve the Annual Utility Billing Support Invoice from Advanced Utility Systems.



Remit To: N. Harris Computer Corporation  
62133 Collections Center Drive  
Chicago, IL 60693-0621

**Ship To**

City of Grand Island  
Finance Department  
100 E First Street  
PO BOX 1968  
Grand Island, NE 68802  
USA

**Bill to**

City of Grand Island  
Finance Department  
100 E First Street  
PO BOX 1968  
Grand Island, NE 68802  
USA

| PO Number | Customer No. | Salesperson ID | Shipping Method | Payment Terms |
|-----------|--------------|----------------|-----------------|---------------|
|           | GRA01A       |                | LOCAL DELIVERY  | Receipt       |

| Ordered                                                                                                      | Item Number       | Description                                                               | Unit Price     | Ext Price     |
|--------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------|----------------|---------------|
| 1.00                                                                                                         | AUS - MAINTENANCE | CIS Infinity Support                                                      | US\$58,198.22  | US\$58,198.22 |
| 1.00                                                                                                         | AUS - MAINTENANCE | Infinity.Link Support                                                     | US\$11,450.25  | US\$11,450.25 |
| 1.00                                                                                                         | NOTE              | Annual maintenance support for the period of Oct 1, 2016 - Sept 30, 2017. | US\$0.00       | US\$0.00      |
| Invoice Questions? Please call Sharon Baker at 613-226-5511 ext 2031 OR e-mail<br>SBaker2@harriscomputer.com |                   |                                                                           | Subtotal       | US\$69,648.47 |
|                                                                                                              |                   |                                                                           | Misc           | US\$0.00      |
|                                                                                                              |                   |                                                                           | Tax            | US\$0.00      |
|                                                                                                              |                   |                                                                           | Freight        | US\$0.00      |
|                                                                                                              |                   |                                                                           | Trade Discount | US\$0.00      |
|                                                                                                              |                   |                                                                           | Total          | US\$69,648.47 |

RESOLUTION 2016-236

WHEREAS, on July 9, 2013, by Resolution 2013-227, the City of Grand Island approved the proposal of N. Harris Computer Corporation, dba Advanced Utility Systems, to implement new utility billing software; and

WHEREAS, in order to receive continued maintenance support from the company, it is necessary to make annual payments to Advanced Utility Systems; and

WHEREAS, the cost for the period of October 1, 2016 to September 30, 2017 for CIS Infinity support is \$58,198.22; and

WHEREAS, the cost for the period of October 1, 2016 to September 30, 2017 for Infinity.Link support is \$11,450.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the payment to Advanced Utility System for Annual Maintenance Support in the amount of \$69,648.47 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-18

**#2016-237 - Approving Pole Attachment License Agreement with  
Mobilitie, LLC**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Attorney

**Meeting:** September 27, 2016

**Subject:** Resolution and Proposed Agreement with Mobilitie, LLC

**Presenter(s):** Jerry Janulewicz, City Attorney

## **Background**

Mobilitie, LLC, a limited liability registered to do business in Nebraska, has applied for approval to place wireless communications antennas and equipment on two poles owned by the City of Grand Island and managed by the City Utilities Department. The poles are located in the public right of way north of Fonner Park near the intersection of Fonner Park Road and Pleasant View Drive. The agreement follows the basic format of agreements previously approved by council which allow private attachments to utility poles, with some specific changes to this agreement that were the result of negotiations between the Mobilitie, LLC and city's legal and utilities departments.

## **Discussion**

The Nebraska Public Service Commission granted to Mobilitie, LLC, a Certificate of Public Convenience and Necessity to provide facilities-based and resold interexchange and local exchange telecommunications services in the state of Nebraska. As such, under Nebraska statutes and rules of the Federal Communications Commission, Mobilitie may utilize public right-of-way as a public utility, subject to the city's rules and regulations. Such use is subject to regulation by the city, however, such regulations cannot operate to prohibit such use and the regulations may not favor one form or provider of telecommunications over another. Mobilitie informed the city that it will not be providing wireless telecommunications to the ultimate consumers of wireless services. Rather, its telecommunications equipment will provide a "backhaul" link between wireless communications equipment used by another company or companies that provide wireless communications services and equipment to the ultimate consumers.

The proposed agreement includes a five year term and provides that its attachments to the poles must meet safety and equipment requirements of the Utilities Department. Any additional pole attachments must the city's regulations and approval process in effect at the time any such new or additional attachments applications are submitted by Mobilitie.

Council is advised that city staff expects increased activity regarding telecommunications issues as this is an area of immense technological change. Due to the difficulty and expense of developing the large cellular antennas and antenna sites seen in the past, the trend is toward smaller antennas placed on utility, street light, and traffic signal poles. This type of system, known as a distributed antenna system or “DAS,” requires multiple antennas to provide the broadband wireless coverage expected by the public. The FCC’s regulations encourage this development and places some limits on the ability of local governments to regulate these systems.

City staff will be reviewing the legal environment with a view toward revising the city’s code sections, as needed, regarding zoning, telecommunications, utility pole attachments, private poles in public right-of-way, and associated matters, balancing the public’s expectation of wireless broadband service with the aesthetic and safety concerns surrounding the use of the right-of-way.

### **Conclusion**

This item is presented to the City Council for approval of the resolution which, if approved, provides authority for its execution of the agreement with Mobilitie, LLC on behalf of the City of Grand Island.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the resolution.

### **Sample Motion**

Move to approve.



# License Agreement Between

The City Of Grand Island

&

Mobilitie, LLC

## LICENSE AGREEMENT

THIS AGREEMENT, made as of [\_\_\_\_], 2016, between the City of Grand Island, hereinafter called Licensor, and Mobilitie, LLC, hereinafter called Licensee.

### WITNESSETH

WHEREAS, Licensee provides communication services in the territory in which Licensor provides electric power.

WHEREAS, Licensor owns all poles to be used jointly by the parties.

WHEREAS, the parties wish to provide for Licensee's use of Licensor's utility poles and street light poles.

NOW, THEREFORE, the parties hereby agree as follows:



ARTICLE I  
DEFINITIONS

As used in this Agreement:

(A) Licensors "poles" means utility poles and street light poles owned by Licensor and poles owned by third parties, to which Licensor is authorized to permit Licensee to attach its facilities.

(B) "Attachments" means antennas, messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's communication facilities.

ARTICLE II  
SCOPE OF AGREEMENT

(A) Subject to the provisions of the Agreement, including the proper execution of APPENDIX 1 and 2, Licensor hereby issues to Licensee, for any lawful communication purpose, revocable nonexclusive authorization for the attachment of Licensee's cables, equipment and facilities to Licensor's poles within the territory in which both parties now or hereafter operate. This Agreement does not authorize or grant permission to Licensee to affix attachments to traffic control poles or to install Licensee's poles in the public Right-of-Way. Should Licensee desire to install Licensee's poles in the public Right-of-Way, Licensee will adhere to Licensor's reasonable and non-discriminatory regulations and application process for the installation of such poles.

(B) No use, however extended, of Licensor's poles or payment of any fees

or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements, nor to reconstruct, replace or substitute any facilities damaged, destroyed or discontinued.

(C) Licensee acknowledges that Licensor has heretofore entered into, and may in the future enter into, agreements and arrangements with third parties allowing the attachment of their facilities to the poles covered by this Agreement. Licensor agrees that no such agreement or arrangement will, in any way, diminish the scope of the license granted hereby or Licensee's rights hereunder.

(D) Licensee's attachment to poles belonging to a third party shall be subject to any restrictions in the Agreement between that third party and Licensor authorizing the attachment.

### ARTICLE III

#### FEES AND CHARGES

(A) Licensee shall pay to Licensor the fees and charges specified in and in accordance with the terms and conditions of APPENDIX 1.

(B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.

(C) At the expiration of One (1) year from the date of this Agreement and at the end of every one (1) year period thereafter, Licensor may adjust the fees and charges specified in APPENDIX 1 after notice made in writing to Licensee not later than

sixty (60) days before the end of the one (1) year period or the end of any subsequent one (1) year period thereafter. Any such adjustment shall reflect only changes in Licensor's costs, determined in a manner consistent with the determination of the fees and charges specified in APPENDIX 1.

#### ARTICLE IV

##### SPECIFICATIONS

(A) Licensee's fiber, cable, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of APPENDIX 2. Licensor shall have the right, upon reasonable notice to Licensee, to make reasonable changes and amendments to APPENDIX 2. Unless different standards are specified herein, the provisions of the National Electrical Code and the National Electrical Safety Code, and any amendments thereto or replacements thereof, shall be applicable.

#### ARTICLE V

##### LEGAL AUTHORITY

(A) The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties under this Agreement, so long as such laws, ordinances or regulations remain in effect.

## ARTICLE VI

### ISSUANCE OF LICENSES

(A) Upon execution of this Agreement, the parties will prepare a list indicating to which of the Licensor's poles Licensee's facilities are then attached; Licensee shall be deemed to have a license hereunder for attachment to all such poles. Before attaching to additional poles of Licensor, Licensee must make application for and receive license therefore in the form of Exhibit A, hereto.

(B) Licensor shall have the right at any time to issue reasonable rules and regulations concerning submission of applications and attachments to poles of Licensor, which rules and regulations shall be binding upon submission of a copy thereof to Licensee.

## ARTICLE VII

### POLE REPLACEMENTS, RESTRICTIONS AND REARRANGEMENTS

(A) In the event Licensor determines that the space on any pole to which Licensee wishes to make attachment is required for its exclusive use or that the pole may not reasonably be rearranged or replaced, Licensor may refuse attachment to that pole.

(B) In the event Licensor determines that any pole to which Licensee wishes to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in APPENDIX 2, Licensor will indicate on the application (Exhibit A) the changes necessary to provide adequate pole space and the estimated cost thereof to Licensee and return the application to Licensee. If

Licensee wishes that such changes be made and returns the application marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles, and Licensee shall pay Licensor in accordance with the terms of APPENDIX 1. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments.

(C) Should Licensor need for its own service requirements the space occupied by Licensee's attachments on any of Licensor's poles, Licensee will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or it shall authorize Licensor to replace the pole at the expense of Licensee, in the same manner as stated in the preceding Paragraph (B) covering the replacement or rearrangement of poles when required to accommodate Licensee's attachments; or, if Licensor advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee shall authorize Licensor to make such arrangements at the expense of Licensee. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening of poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2.

(D) When Licensor receives multiple applications for attachment to any pole that must be replaced or rearranged to provide sufficient space, Licensor will, to the extent that it is practical to do so, prorate the common expenses of engineering, rearrangement and replacement, if any, among all the applicants. Licensee shall

be bound by Licensor's determination as to any such proration of costs to Licensee.

(E) Whenever it is necessary for Licensor to make pole replacements or rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensor will endeavor to have such work performed as soon as is practicable upon consideration of Licensor's service requirements, but only after issuance of the license to, and acceptance of responsibility for costs by, Licensee.

(F) Licensee shall provide all anchors and guying necessary for its facilities. If the presence of Licensee's facilities on Licensor's poles make it necessary for Licensor to modify its existing guying or add new guying to its poles, then the cost of such modifications or additions shall be reimbursed by Licensee.

(G) When Licensor's facilities occupy space on a pole owned by a third party, Licensee shall reimburse Licensor for any expense incurred in transferring or rearranging its facilities thereon, if such transfer or rearrangement is the result of Licensee's use or proposed use of said pole.

## ARTICLE VIII

### CONSTRUCTION AND MAINTENANCE OF FACILITIES

(A) Licensee shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner reasonably acceptable to Licensor, and so as not to conflict with the use of Licensor's poles by Licensor or by other authorized users thereof, or interfere with other facilities thereon or which may from time to time be placed thereon. If reasonably necessary to satisfy any of the above conditions, Licensee shall, upon 30 days' notice from Licensor and at its own expense, relocate or replace its facilities on Licensor's poles, or transfer them to

substituted poles, or perform any other work in connection with its facilities that may reasonably be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate or replace the attachments placed on its poles by Licensee, transfer them to substituted poles or perform any other work in connection with Licensee's facilities that may be required in the maintenance, replacement, removal or relocation of Licensor's poles or of the facilities thereon, or which may be placed thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the expense thereby incurred; provided further, however, that Licensee shall have no obligation to relocate, replace, or transfer its facilities solely to accommodate the service needs of any person other than Licensor, unless such person shall make arrangements, satisfactory to Licensee, to reimburse Licensee for such work.

(B) All tree trimming required on account of Licensee's attachments shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Licensor. The parties may agree that Licensor shall conduct tree trimming and be reimbursed by Licensee.

## ARTICLE IX

### TERMINATION OF LICENSES

(A) Upon notice from Licensor to Licensee that the use of any pole is not authorized by Federal, State, County authorities or private property owners, the license covering the use of such pole shall immediately terminate and shall be surrendered and Licensee shall remove its fiber, cables, equipment and facilities at once from the affected pole or poles at Licensee's expense.



(B) Licensee may at any time remove its facilities from any pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of Exhibit B attached hereto and made a part hereof. If Licensee surrenders its license for a pole but fails to remove its facilities from that pole within thirty (30) days, Licensor shall have the right, upon reasonable notice, to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event that Licensee's fiber, cables, equipment and facilities shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

(C) Licensor shall have the right, upon written notice, to terminate the license for a particular pole:

- (1) If, in Licensor's reasonable judgment, its service needs require full utilization of that pole; or
- (2) If changes in the physical facilities, space or location requirements or service requirements of Licensor render such poles inadequate to support the facilities of Licensee; provided, however, that in such event Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable under ARTICLE VII.

## ARTICLE X

### INSPECTIONS OF LICENSEE'S INSTALLATIONS

(A) Licensors reserves the right to make periodic inspections of any part of the fiber, cable, equipment and facilities of Licensee on its poles, and Licensee shall reimburse Licensor for the expense of such inspections, provided that, if Licensee's facilities which are to be inspected are co-located on a pole with the equipment of another party, the cost of such inspection shall be divided among the parties with facilities on said inspected pole. Inspections will be made no more than once a year and only upon notice to Licensee unless, in Licensor's judgment, such inspections are required for reasons involving safety or are required because of Licensee's violation of the terms of this Agreement. The charge for the inspection shall be in accordance with the terms and conditions of APPENDIX 1. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

(B) If any fiber, cable, equipment and facilities of Licensee shall be found on a pole for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such fiber, cable, equipment and facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee; provided, however, that if Licensee shall forthwith make application for a license in the form of Exhibit A hereto, Licensor will not require such removal unless necessary for Licensor's service requirements and, except in the case of an emergency, will not remove Licensee's facilities without first giving 30 days notice to Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever

period shall be the shorter; and the fee, at the appropriate rate as shown in APPENDIX 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Licensor with regard to said fee or said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

## ARTICLE XI

### LIABILITY AND DAMAGES

(A) Licensor shall exercise precaution to avoid damaging the communication fiber of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of Licensor; provided, however, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communication fiber, or for any special, indirect, or consequential damages.

(B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to poles or anchors, and shall make an immediate report to the owner of facilities so damaged; and Licensee assumes all responsibility for any and all direct loss and from such damage caused by Licensee's employees, agents or contractors.

(C) Notwithstanding anything in this Agreement to the contrary, no party shall be liable for consequential, special, incidental or indirect damages, regardless of whether said claim is based upon contract, warranty, tort (including negligence and strict liability) or other theory of law.

(D) Licensee shall indemnify, protect and save harmless the Licensor from any and all damages and costs, including reasonable attorney fees, incurred by the Licensor as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the cost of relocating poles, anchors or guys resulting from a loss of right-of-way or property owner consents and/or the cost of defending those rights and/or consents.

(E) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of actions and costs, including attorney fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, or use or removal of Licensee's facilities or by their proximity to the facilities of other parties attached to a pole or anchor, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of the Licensor's poles, anchors or guys.

(F) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of action and costs, including attorney fees, which arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to taxes, special charges by others and from and against all claims, demands and costs, including attorney fees, for infringement of

patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles, anchors, guys or otherwise.

(G) Licensee shall promptly advise the Licensor of all claims relating to damage of property of injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made by the Licensee or others shall be furnished promptly to the Licensor.

(H) Licensor shall promptly advise the Licensee of all claims relating to damage of property of injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made by the Licensor or others shall be furnished promptly to the Licensee.

## ARTICLE XII

### INSURANCE

(A) Licensee shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, issued by an insurance carrier satisfactory to Licensor to protect the Licensor and joint user from and against all claims, demands, causes of actions, judgments, costs, including attorney fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including ARTICLE XI preceding.

(B) The amount of such insurance:

Insurance Coverage

Limits

- |    |                                                            |                                                  |
|----|------------------------------------------------------------|--------------------------------------------------|
| 1. | Worker's Compensation                                      | Statutory                                        |
|    | Employer's Liability:                                      |                                                  |
| a. | Bodily Injury by Accident                                  | \$ 500,000 each accident                         |
| b. | Bodily Injury by Disease                                   | \$1,000,000 policy limit                         |
| c. | Bodily Injury by Disease                                   | \$ 500,000 each employee                         |
| 2. | Comprehensive Automobile                                   |                                                  |
| a. | Bodily Injury and Property<br>Damage Combined Single Limit | \$1,000,000                                      |
| 3. | Comprehensive General Liability                            |                                                  |
| a. | Bodily Injury and Property<br>Damage Combined              | \$1,000,000 each person<br>\$2,000,000 aggregate |

(C) Licensee shall submit to Licensor certificates by each company insuring Licensee upon each new issuance or renewal to the effect that is has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to Licensor.

(D) All insurance required in accordance with (B) and (C) preceding must be effective before Licensor will authorize attachment to a pole and/or anchor, utilization of an anchor/guy strand or occupancy of a conduit system and shall remain in force until such Licensee's facilities have been removed from all such poles, anchors, or conduit systems. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

### ARTICLE XIII

#### LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensors shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles covered by this Agreement.

### ARTICLE XIV

#### ASSIGNMENT OF RIGHTS

(A) Licensee shall have the right to assign this Agreement to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under control of, or be under common control with Licensee, or to any entity to which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee that are subject to this Agreement.

(B) Except for the right to assign pursuant to Article XIV(A), Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensors. Licensors shall not unreasonably withhold such consent.

(C) Notwithstanding the foregoing, Licensee may provide capacity across Licensee's communications facilities to a third party without the consent required in this Article XIV, so long as Licensee retains control over and remains solely responsible for, such communications facilities.

(D) Subject to the provisions of Paragraphs (A) and (B) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

### ARTICLE XV



## TERMINATION OF AGREEMENT

(A) If Licensee breaches any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or breach, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or breach shall have occurred. Notwithstanding the foregoing, if, at the end of this thirty (30) day period, Licensee is making diligent efforts to correct such default or breach, Licensor shall provide Licensee an additional sixty (60) days to correct such default or breach. If Licensee fails to correct such default or breach at the end of this sixty (60) day period Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or breach shall have occurred.

(B) Notwithstanding Article XV(A), if Licensee's breach results in a situation in which, in Licensor's reasonable judgment, public safety is endangered, Licensor may take steps, at Licensee's sole cost and expense, to cure such breach and ensure public safety. Should Licensor take such steps, Licensor may send Licensee an invoice detailing the cost of such steps. Upon receipt of this invoice, Licensee shall have sixty (60) days to reimburse Licensor for the cost of such steps. If Licensee fails to reimburse Licensor within these sixty (60) days, Licensor may terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or breach shall have occurred.

(C) Licensor shall have the right to terminate this entire Agreement or individual licenses granted hereunder, without notice

(1) If the Licensee's facilities are maintained or used in

violation of any law or in aid of any unlawful act or understanding;  
or

(2) If any permit or other authorization which may be required by any governmental authority for the operation or maintenance of Licensee's fiber, cables, wire, equipment and facilities on Licensors poles is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or

(3) If Licensee defaults under ARTICLE IV.

(D) Licensee may terminate this Agreement at any time by removing its facilities from all of Licensors poles, as provided in ARTICLE IX (B).

## ARTICLE XVI

### TERM OF AGREEMENT

(A) This Agreement shall, unless terminated in accordance with its provisions, continue in effect for an initial term of five years. Licensors or Licensee may terminate this Agreement at the end of the initial term by notifying Licensee in writing at least one (1) year prior to the end of that term. If not so terminated, this Agreement shall continue in force upon the same terms and conditions for a further term of five (5) years, and for successive one (1) year terms thereafter, until terminated by Licensors or Licensee at the end of any such term upon not less than one (1) year's written notice to the other party. Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and Licensee shall immediately remove its fiber, cables, equipment and facilities from all poles of Licensors. Upon Licensee's failure to do so,

Licensor shall have the right to remove Licensee's fiber, cable, equipment and facilities at the cost and expense of Licensee and without any liability therefore.

(B) Licensor hereby reserves the right to amend, revise, modify, or restate its ordinances, rules, regulations and procedures regarding pole attachments and pole attachment licensing, telecommunications facilities, and private use of public right-of-way.

(C) Notwithstanding anything in this Agreement to the contrary, applications submitted by Licensee for permission to install new or additional attachments to Licensor's poles or new or additional use of the public right-of-way shall be subject to and governed by the ordinances, rules, regulations and procedures in effect at the time the application is received by Licensor.

## ARTICLE XVII

### NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the Licensee as follows:

Legal Department  
Mobilitie, LLC  
2220 University Drive  
Newport Beach, CA 92660

and to the Licensor as follows:

Mayor  
City of Grand Island

P.O. Box 1968

Grand Island, NE 68802-1968

ARTICLE XVIII

RECORDS

The Licensee shall file a complete set of as-built records for its communication system, including all extensions and modification in the Grand Island Electric Utilities Department for the area where the Licensor provides electric power.

WITNESS (ATTEST)

\_\_\_\_\_  
\_\_\_\_\_

MOBILITIE, LLC

BY \_\_\_\_\_

Title \_\_\_\_\_

WITNESS (ATTEST)

\_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

A Municipal Corporation

BY \_\_\_\_\_

Title: Mayor

*Signature Page for License Agreement*

APPLICATION AND POLE ATTACHMENT LICENSE

\*Pole Attachment

Application No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Licensee)\_\_\_\_\_  
(Street Address)\_\_\_\_\_  
(City and State)

## CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, application is hereby made for a nonexclusive license to attach communications facilities to \_\_\_\_\_ poles, \_\_\_\_\_ anchors, and/or utilize \_\_\_\_\_ anchor/guy strands.

Pole Location: \_\_\_\_\_

Equipment to be attached: \_\_\_\_\_

Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Equipment to be attached: \_\_\_\_\_

Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Equipment to be attached: \_\_\_\_\_

Description of requested attachment: \_\_\_\_\_

**USE REVERSE SIDE FOR ADDITIONAL LOCATIONS**\_\_\_\_\_  
(Licensee)

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\* Individual applications to be numbered in sequential ascending order by License.

Pole Attachment License Number \_\_\_\_\_ is hereby granted to attach the communications facilities described in this application to \_\_\_\_\_ poles, \_\_\_\_\_ anchors, utilize \_\_\_\_\_ anchor/guy strands.

CITY OF GRAND ISLAND UTILITIES DEPARTMENT  
(Licensor)

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_



Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_



## NOTIFICATION OF POLE ATTACHMENT ABANDONMENT

\* Abandonment Notice No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Licensee)\_\_\_\_\_  
(Street Address)\_\_\_\_\_  
(City and State)

## CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, notification is hereby made of abandonment of pole attachments of communications equipment as listed below:

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
(Use reverse side for additional locations)\_\_\_\_\_  
(Licensee)

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

CITY OF GRAND ISLAND UTILITIES DEPARTMENT  
(Licensor)

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\*Individual abandonment notifications to be numbered in sequential ascending order by Licensee.

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

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Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

## APPENDIX 1

### SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement between the City of Grand Island, herein called Licensor, and Mobilitie, LLC, therein called Licensee, dated \_\_\_\_\_, (hereinafter called the Agreement), and contains the fees and charges governing the use of Licensor's poles to accommodate the fiber, cable, wire equipment and facilities of Licensee in the territory in which both parties hereto now or hereafter operate. The effective date of this APPENDIX 1 is \_\_\_\_\_.

#### POLE ATTACHMENTS

1. ATTACHMENT FEE: \$6.00 per pole per annum.

- a. Computation:

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for Licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

- b. Payment Date:

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year.

Failure to pay such fees within 20 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

c. Termination of License:

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to Licensor's pole during the final semiannual period and shall be credited to Licensee; provided, however, that there shall be no proration of an attachment fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

2. OTHER CHARGES

a. Computation:

(1) All charges incurred by Licensor as a result of inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work plus the appropriate current overhead rate on the costs incurred in performing such work for Licensee. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

(2) The charge for replacement of poles shall include the entire non-betterment cost to Licensor, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensor's facilities from the old to the new poles.

b. Power Usage:

The Facilities that Licensee is installing on the poles may require the use of electrical power to be billed in accordance with the Electric Rate Schedule established by City Ordinance. Licensor shall provide monthly billing to Licensee for such power usage.

c. Payment Date:

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.



DATED: \_\_\_\_\_

WITNESS (ATTEST)

Mobilitie, LLC

\_\_\_\_\_

BY \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NE  
A Municipal Corporation

\_\_\_\_\_

BY \_\_\_\_\_

Title: Mayor

APPENDIX 2  
ATTACHMENTS TO POLES

THIS APPENDIX 2 is, from the effective date hereof, an integral part of the License Agreement (hereinafter called the Agreement) between the City of Grand Island, therein called Licensor, and Mobilitie, LLC, therein called Licensee, dated \_\_\_\_\_ and contains certain minimum requirements and specifications governing the attachment of fiber, cables, equipment and facilities of Licensee (sometimes called Attachments in this Appendix) to poles of Licensor in the territory in which both parties hereto now or hereafter operate. The effective date of this Appendix 2 is \_\_\_\_\_.

GENERAL

1. The Licensee is responsible for the proper design, construction and maintenance of its Attachments. Attachments generally will be limited to strand support cable, wire, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.
2. Any rearrangement of Licensor's facilities or replacement of poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.
3. The fees and charges specified in APPENDIX 1 shall be applicable, (to all licenses granted to Licensee hereunder) without regard to the methods of attachment used.

Doc #01-2961585.5

4. Licensee's Attachments shall be plainly identified by appropriate marking, satisfactory to Licensors.

5. Licensee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

6. All requirements of the National Electrical Safety Code referred to herein shall mean the 2007 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal Code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.

7. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensors reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensors will in its discretion furnish to Licensee written material which will specify and explain the required construction.

8. Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for cable television conductors by the National Electrical Safety Code Section 230 F1 & F2. However, all parts of the Licensee's Attachments carrying voltages in excess of 60 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact to the general public, Licensors's workmen or workmen of another licensee having facilities on the same pole.

9. Licensor shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensor's or any other Licensee's communication facilities. Licensee shall, on demand of the Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.

10. No Attachment shall use the earth as the sole conductor for any part of the circuit.

11. Licensee shall not circumvent Licensor's or any other licensee's corrosion mitigation measures (e.g., short circuit insulating joints).

#### GROUNDING AND BONDING

12. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to any power supply cabinet. Any cabinet shall be connected to an earth ground at the pole. In areas where the Licensor has a ground wire (which is connected to the Licensor's neutral) running down the pole, the cabinet can be connected to it. Where a Licensor vertical ground wire is not available, the Licensee must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Licensor's strand and to the Licensee's strand.

13. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Licensee shall attach the bonding wire to its strand and leave a sufficient length of wire to complete the bond. Where the strands of two or more licensees are to be bonded together, the licensee

placing the last strand, if authorized to do so by the other licensees, shall make both connections. Where such authorization is not granted by the licensee owning the existing strand, Licensee shall attach the bonding wire to its strand and leave enough wire to permit making a connection and shall be responsible for completing the bonding. Licensee may bond its cable sheath to Licensor's common neutral, vertical ground wires, and ground rods at whatever frequency Licensee desires. All vertical ground wires shall be covered by a molding. Ground rods installed by Licensee shall be in accordance with National Electrical Safety Code.

14. Strands attached to the same bolt do not have to be bonded.

15. Where a Licensee's strand leaves a pole which carries other strands supporting cable television cables, and Licensee's strand continues to a pole carrying power facilities of Licensor, Licensee's fiber cable shall be:

- (A) Bonded to other cable television strands on the pole that it leaves;
- (B) Bonded to an effective ground preferably within two spans but not greater than ten (10) spans after leaving said pole, and;
- (C) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

17. Strands supporting drop wire shall be bonded to the cable suspension strand.

18. Any connecting or bonding to Licensor's facilities shall be done by Licensor and the connecting or bonding wire shall be sufficient length to allow Licensor to complete the connection or bond.

### CLEARANCES

19. Licensee's Attachments are subject to cable television facilities clearances and shall meet all of the pertinent clearance requirements of the National Electric Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below:

|                                                                                                                                  | <u>NESC 2007 Edition<br/>General Rule</u> |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| (A) Vertical clearance on poles<br>jointly occupied by communication fiber,<br>cable television facilities, and power facilities | 235                                       |
| (B) Mid-span clearance between communication<br>fiber, cable television facilities, and<br>power facilities                      | 235                                       |
| (C) Crossing clearances of facilities<br>carried on different supports                                                           | 233                                       |
| (D) Clearances from street light<br>brackets and associated wiring                                                               | 238                                       |
| (E) Clearances of conductors from<br>another line                                                                                | 233                                       |

|     |                                                                                                                                                                   |     |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| (F) | Clearances of vertical and lateral<br>conductors from other wires and<br>surfaces on the same support                                                             | 239 |
| (G) | Clearances in any direction from<br>line conductors and supports, and<br>to vertical or lateral conductors,<br>span or guy wires, attached to the<br>same support | 235 |
| (H) | Vertical clearance of wires above<br>ground or rails                                                                                                              | 232 |
| (I) | Structures for overhead lines                                                                                                                                     | 280 |
|     | 1. Supporting structure items<br>one (1) thru five (5)                                                                                                            |     |
|     | 2. Unusual conductor supports                                                                                                                                     |     |

## LOCATION AND SPACING

20. Licensor shall specify the location of Licensee's Attachments on each pole, including the location of Licensee's riser cables. Where Licensor has installed its own communication circuits (supervisory control circuits) for operation of its electric system, clearance of Licensee's facilities from these communication circuits shall be the same as from Licensor's common neutral conductor.

21. The minimum vertical separation between Licensee's strand, and the strand of another licensee when located on same side of pole shall be twelve (12) inches. Licensee's strand shall be located at a point on the pole that provides the minimum clearance allowed by the National Electric Safety Code from the ground. Licensee may, however, agree with another licensee to reduce the separation between their respective strands. Separation between the bolt holes must be in any event at least four (4) inches.

22. Licensee shall be required to place all of its Attachments, so not to interfere with climbing space, as defined in the National Electrical Safety Code.

23. Through bolts may not be placed less than ten inches from the top of the pole. When through bolts present a hazard to climbing; i.e., extend more than two inches beyond the nut, they shall be trimmed to a safe length.

24. Pole steps will not be allowed on any Licensor pole, except to specific cases judged to be in the interest of safety by the Licensor.

## LOADING

25. The Licensee shall furnish to Licensor as a part of Exhibit A to this Agreement the details as to the ultimate strength, tension at 60F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in Code.



26. Licensee shall furnish to Licensor as a part of Exhibit A to this Agreement details as to the weight and size of its fiber/cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. NESC Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the NESC, the local requirements shall govern.

27. Licensee may lash its fiber/cable to the strand of another licensee, where this is acceptable to all other licensees involved and to Licensor. Maximum tension of Licensee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the NESC, the local requirements shall govern.

### GUYING

28. Guying will be required on poles where the total unbalanced load, including the tension due to Licensee's Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceed 200 pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load.

29. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code

(Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C and 282).

30. Guy guards shall be installed in compliance with NESC (Rule 282E).

31. Licensee may attach its guy to Licensor's anchor rods only where Licensor specifically authorizes it in writing. Should it be necessary to replace the anchor at a later date to provide added strength for Licensor's requirements, the anchor shall be replaced at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.

32. More than one licensee may use a common guy to sustain their combined load.

33. Guys shall be insulated as specified in the Safety Code (Rules 215 and 283) and at any location where Licensee's guy parallels Licensor's guy with insulator. Licensee's guys shall not short circuit Licensor's guy insulators.

34. Cross guying of Licensee's guys with Licensor's guys is not allowed.

35. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

DATED: \_\_\_\_\_

WITNESS (ATTEST)

Mobilitie, LLC

\_\_\_\_\_

BY \_\_\_\_\_

Title:

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NEBRASKA

A Municipal Corporation

\_\_\_\_\_

BY \_\_\_\_\_

Title: Mayor

RESOLUTION 2016-237

WHEREAS, Mobilitie, LLC, (“Mobilitie”) requested permission from the City to place wireless telecommunications equipment on two city utility poles located near the intersection of Fonner Park Road and Pleasant View Drive; and

WHEREAS, Mobilitie intends to utilize the wireless telecommunications equipment to provide a “backhaul” link between wireless communications equipment used by another company or companies that provide wireless communications services and equipment to the ultimate consumers; and

WHEREAS, The Nebraska Public Service Commission granted to Mobilitie, LLC, a Certificate of Public Convenience and Necessity to provide facilities-based and resold interexchange and local exchange telecommunications services in the state of Nebraska, and

WHEREAS, Mobilitie executed a proposed license agreement for the placement of attachments on City’s utility poles as specified in its application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the License Agreement by and between the City of Grand Island and Mobilitie, LLC should be and hereby is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-19

**#2016-238 – Approving MOU with Central Nebraska Humane Society for Extension of Contract**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Stacy R. Nonhof, Assistant City Attorney

**Meeting:** September 27, 2016

**Subject:** Approval of Memorandum of Understanding Extending Current Contract with CNHS

**Presenter(s):** Jerry E. Janulewicz, City Attorney

## **Background**

The City of Grand Island has a contract with the Central Nebraska Humane Society (CNHS) for providing Animal Control and Pet Licensing services for the City. This contract was approved by Council on September 24, 2013, and is set to expire at midnight on September 30, 2016.

## **Discussion**

An RFP for Animal Control Services was issued in July of this year and proposals were opened on July 27, 2016. The City and CNHS are currently in negotiations for new contract. CNHS and the City are in agreement on extending the current contract by one month to allow for continued negotiations. Both parties believe that a new agreement will be reached in this time frame. Both parties have agreed upon the Memorandum of Understanding that extends the current contract under all current terms and conditions for one month.

## **Alternatives**

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

1. Move to approve
2. Move to deny

## **Recommendation**

City Administration recommends that the Council approve the Resolution approving the execution of the Memorandum of Understanding to extend the current Animal Control Contract.

### **Sample Motion**

Move to approve authorizing the Resolution approving the execution of the Memorandum of Understanding to extend the current Animal Control Contract.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into on September 27, 2016, between the CENTRAL NEBRASKA HUMANE SOCIETY, ("CNHS") and the CITY OF GRAND ISLAND, Hall County, Nebraska, a political subdivision duly organized and existing under the Constitution and Laws of the State of Nebraska (the "City").

WHEREAS, the City and CNHS desire to continue the existing contract entered into on September 24, 2013, until midnight October 31, 2016; and

WHEREAS, the City and CNHS desire to continue negotiations on a new contract; and

WHEREAS, the City and CNHS expect to have an agreement on a new contract by November 1, 2016.

In consideration of the mutual promises and covenants set forth in this MOU and for other good valuable consideration, the parties hereby agree as follows:

### **Section 1. CNHS Responsibilities.**

CNHS will continue to provide all services as defined in the contract between the City and CNHS dated September 24, 2013.

### **Section 2. City Responsibilities.**

The City will continue to abide by all terms of the current contract dated September 24, 2013, and will pay CNHS the monthly amount provided in said contract.

### **Section 3. Term.**

The term of this MOU shall commence October 1, 2016 and end at midnight on October 31, 2016.

### **Section 4. Entire Memorandum of Understanding.**

This MOU and all exhibits attached hereto constitute the entire MOU between the parties, superseding any other written and oral MOUs between the parties. If any section of this MOU is held to be invalid by a court of competent jurisdiction, such section shall be reformed to the extent necessary to be held valid, and the parties agree that the remainder of this MOU shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this MOU the day and year first above written.



**CENTRAL NEBRASKA HUMANE SOCIETY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Attest:

\_\_\_\_\_  
RaNae Edward, City Clerk

RESOLUTION 2016-238

WHEREAS, the City and the Central Nebraska Humane Society entered into a contract on September 24, 2013, for Animal Control Services; and

WHEREAS, the current contract will expire on September 30, 2016 at midnight; and

WHEREAS, the City is currently in negotiations with the Central Nebraska Humane Society for a new contract; and

WHEREAS, it is necessary to extend the current contract for one month to allow for continued service while negotiations continue; and

WHEREAS, both parties are in agreement to extend the current contract for one month and have agreed upon a Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding with the Central Nebraska Humane Society for an extension of the current Animal Control Contract is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| September 23, 2016  | ☐ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item I-1

**#2016-239 - Consideration of Request from Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Class “I” Liquor License and Liquor Manager Designation for Maria Garcia, 644 East Meves**

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-239

WHEREAS, an application was filed by Franco Entertainment, LLC doing business as The Brick House, 115-117 West 3<sup>rd</sup> Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 17, 2016; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on September 27, 2016 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Maria Garcia, 644 East Meves as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

|                     |                          |               |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____         |
| September 23, 2016  | <input type="checkbox"/> | City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item I-2

### **#2016-240 - Consideration of Approving Agreement with the Clean Community Systems**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Attorney

**Meeting:** September 27, 2016

**Subject:** Agreement with Grand Island Area Clean Community System

**Presenter(s):** Jerry Janulewicz, City Attorney

## **Background**

As part of the FY 2016-2017 annual budget that was approved on September 13, 2016, an appropriation of \$25,000.00 to Grand Island Area Clean Community System was made. Prior to any monies being paid out to Grand Island Area Clean Community System, an Agreement is needed to specify the obligations of each party and payment terms.

## **Discussion**

The Legal Department drafted a proposed Agreement and submitted it to Clean Community System for approval. The Executive Director and Board of Directors for Clean Community System have approved the proposed Agreement. Some of the obligations of CCS are: develop and print 20,000 utility bill inserts one to two times per year on environmental issues; develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island; provide and maintain information on environmental/recycling issues and concerns; provide consulting services to implement integrated solid waste plans; conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies; and secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island. The full Agreement is attached for your review.

The City will pay CCS on a quarterly basis (\$6,250.00) and not the full amount up front as has been done in the past. Both parties have the right to terminate this agreement now upon 60 days written notice.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Agreement with Grand Island Area Clean Community System.

### **Sample Motion**

Move to approve the Agreement with Grand Island Area Clean Community System.

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of September, 2016, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2016-2017 fiscal year's budget adopted by City Council on September 13, 2016 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.



(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty-Five Thousand and No/100 Dollars (\$25,000.00) annually for a total contract price of Twenty-Five Thousand Dollars and No/100 (\$25,000.00) Payment shall be made in four (4) quarterly installments of Six Thousand Two Hundred and Fifty Dollars and No/100 (\$6,250.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect on October 1, 2016, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2017.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Jeremy Jensen, Mayor

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

GRAND ISLAND AREA CLEAN  
COMMUNITY SYSTEM

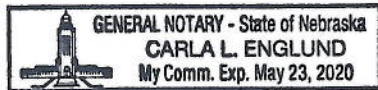
By: 

L. Denise McGovern-Gallagher, Executive Director

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF HALL         )

On September 16, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. Denise McGovern-Gallagher, Executive Director of the Grand Island Area Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



  
Notary Public

# Grand Island Area Clean Community System

September 27, 2016

Grand Island City Council

## Location & Hours of Operation

- ▶ 3661 Sky Park Road 2B  
Grand Island, NE 68803  
308-385-5095  
[www.cleancommunity.org](http://www.cleancommunity.org)
- ▶ Facility hours are:  
Monday - Friday 8 AM - 4:30 PM  
1st & 3rd Saturday 8 AM - Noon



# Grand Island Area Clean Community System

## 2016 BOARD OF DIRECTORS

Ray Aguilar, President  
Patsy Steenson, Secretary  
Ken Barber, Treasurer  
Nell Bohnart  
Dustin Wilkie  
Carolyn Urbom  
Jim Hartman

# Staff

Denise McGovern-Gallagher  
Executive Director



Audra Nava  
Certified Household  
Hazardous Waste Technician



Elise Kostbahn  
Keep Grand Island Beautiful  
Coordinator



# Funding

501c3

Two distinct organizations with separate funding sources

Our facility and programs are supported by public and private donations

Grants from:



Financial support:



# Clean Community System: Protecting and Enriching our Community and Environment



# Betty Curtis

## Household Hazardous Waste Facility at work

October 1 – December 31, 2015 (137 visitors)  
15,059 pounds

January 1 – December 31, 2015 (564 visitors)  
45,898 pounds

January 1 – September 19, 2016 (759 Visitors)  
81,728 pounds



# Items that we take ...

- ▶ Acids
- ▶ Adhesives and glues
- ▶ Aerosol cans
- ▶ Ammonia
- ▶ Antifreeze (unused ONLY)
- ▶ Art and hobby paints (oil-based ONLY)
- ▶ Bleach
- ▶ Brake fluid (unused ONLY)
- ▶ Caulk (unused or in usable condition)
- ▶ Car wax and cleaners
- ▶ Charcoal lighter fluid
- ▶ Disinfectants
- ▶ Drain opener
- ▶ Fertilizer
- ▶ Fingernail polish and remover
- ▶ Fluorescent bulbs
- ▶ Furniture polish and wax
- ▶ Insecticide and insect repellent
- ▶ Lighter fluid
- ▶ Lubricating oil
- ▶ Mercury (MUST call before transporting)
- ▶ Mothballs
- ▶ Motor Oil
- ▶ Organic solvents
- ▶ Oven cleaner
- ▶ Windshield wiper fluid
- ▶ Paint
- ▶ Paint strippers
- ▶ Pesticides
- ▶ Pet shampoos and sprays
- ▶ Pool & spa chemicals
- ▶ Rat and mouse poison
- ▶ Septic tank cleaners
- ▶ Shoe polish
- ▶ Smoke detectors
- ▶ Spot removers
- ▶ Thermostats
- ▶ Toilet bowl cleaner
- ▶ Transmission fluid (unused ONLY).
- ▶ Tub and tile cleaner
- ▶ Varnish
- ▶ Wood preservatives

# Processing of Hazardous Waste



# Disposal of Household Hazardous Waste



20-55 gallon drums of latex paint  
8 loose pack boxes of flammables  
1-1/2 loose pack boxes of aerosols  
2-4' & 8" florescent bulb containers  
2 boxes of pesticides & herbicides  
Mercury, Road Flares, & organic acids

Any substance containing ingredients that could negatively affect your safety, health or the environment. Alerting words: poison, danger, warning, caution, toxic, flammable, corrosive, explosive, combustible, and irritant.



**\$14,548.85**



# Recycling in Grand Island

Many community businesses assist with recycling efforts in Grand Island

- 46 total partners listed in the Community Recycling Guide.
- Guides were distributed to 23,000 Grand Island residents by way of the March utility bill.
- Guides were also distributed through our office and area events.

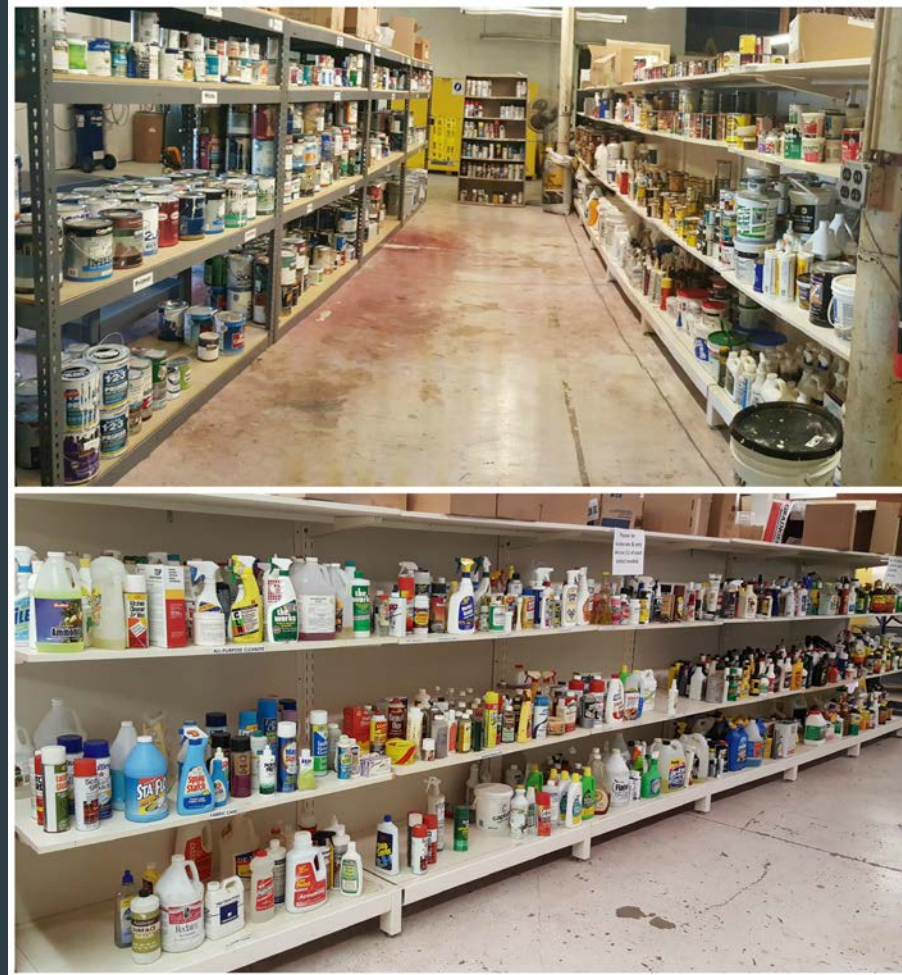
# Swap Shop

Consists of products that are brought in for disposal that are still in usable condition. The Swap Shop is free of charge and open to the public.

There is a limit of 50 pounds per week, based on season and intake.

January 1 – September 19, 2016

635 visitors reused 21,121.5 pounds



# Electronic Recycling

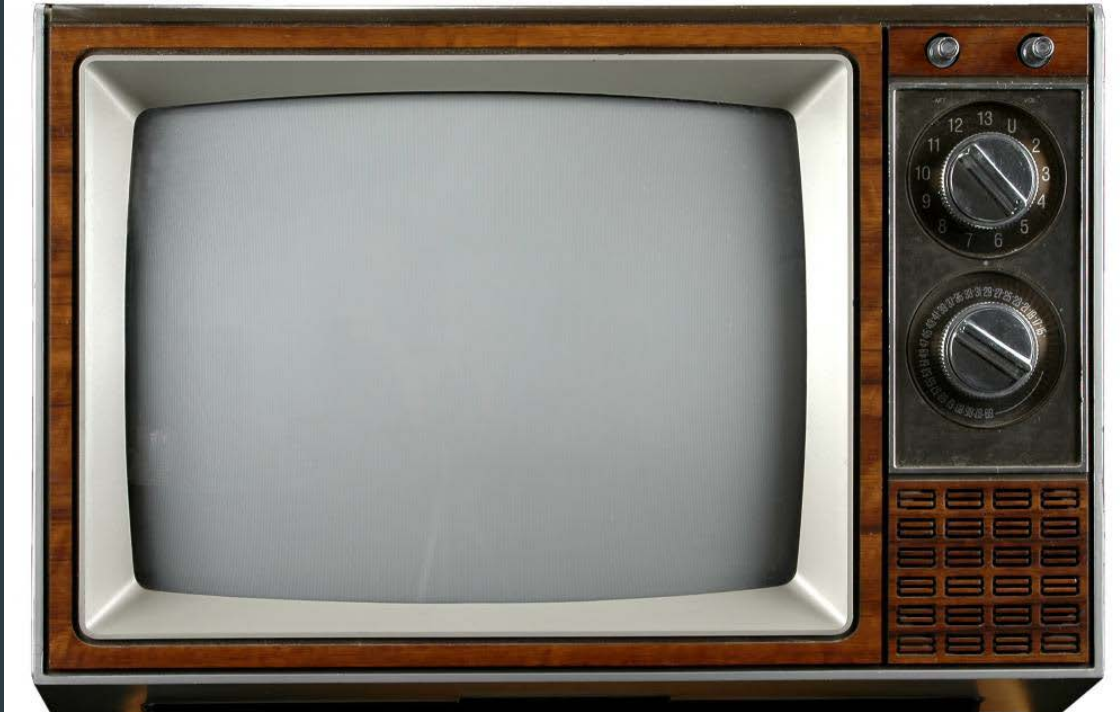
November 14, 2015 - 16,740 pounds



April 23, 2016 - 7,000 pounds



# TV Recycling



Look for exciting news in the near future!



# Keep America Beautiful

February 15, 2016

Clean Community System earned the Keep America Beautiful President's Circle Award for creating clean, green and beautiful communities.



# Keep Grand Island Beautiful



## Neighborhood Clean-up - Capital Avenue Trailer Park

We collected furniture, large appliances, tires, pallets & unpainted wood



## Adopt-A-Road

Grant dollars to assist in clean-up efforts  
\$50.00/mile (both sides of road or \$10.00/acre  
for common areas). Through this grant we  
cleaned up 75 miles of roadways and 100 acres.

# 2016 City wide Clean-up August 13-21

Over 600 Volunteers  
15,940 pounds of waste





# Our Brush Up Dollars at Work for a Brighter Grand Island



Before



# Nebraska State Fair



# Husker Harvest Days





# Public Service and Environmental Education





# Summer Education Programs

## Summer Parks Programming



Pom Pom Shooters



Picture Frames



Bubble Pipes



# City Library Program



CD Dream Catchers



Kids Rock Painting



# Rowe Platte River Safari, UNL Kids College, and Art-in-the-Park



Boats &  
Boat Racing



Baskets



Crowns & Pirate Hats

# Educational Programming on Recycling “Bottle Cap Art Projects”

Three Area Schools participated in Bottle Cap Art Projects:

Stolley Park Elementary 4<sup>th</sup> Graders - Howard Elementary 2<sup>nd</sup> Graders (2 classes) - Wood River Elementary School

The project demonstrated the importance of recycling, the impact of potential garbage and the importance of working together.

The students collected the bottle caps, came up with a design and adhered the bottle caps to plywood to create the art.

Art was featured at local events and fairs. All four won 1st place ribbons at the Hall County Fair and all four pieces won awards at the Nebraska State Fair.



Stolley Park - 1<sup>st</sup>



Wood River Little  
Eagles Club - 2<sup>nd</sup>



Howard School - 2<sup>nd</sup>



Howard School - 3<sup>rd</sup>



# 2015/2016 Budget

## Income:

### ▶ Grants:

|                                                      |           |
|------------------------------------------------------|-----------|
| ▶ Nebraska Environmental Trust - 14-103              | \$ 37,500 |
| ▶ Nebraska Environmental Trust - 16-101              | 90,850    |
| ▶ NE Department of Environmental Quality - HHW       | 110,000   |
| ▶ NE Department of Environmental Quality - Cleanup   | 27,275    |
| ▶ NE Department of Environmental Quality - Public ED | 42,275    |

### ▶ Facility Assistance:

|                                     |              |
|-------------------------------------|--------------|
| ▶ City of Grand Island              | 25,000       |
| ▶ Other Communities & Organizations | <u>7,500</u> |
|                                     | \$ 340,400   |

### ▶ Expenses:

|                                 |              |
|---------------------------------|--------------|
| ▶ Hazardous Waste Disposal      | 117,050      |
| ▶ Operating Expenses            | 56,600       |
| ▶ Supplies                      | 15,500       |
| ▶ Personnel                     | 146,500      |
| ▶ Roadside/Common Area Clean-up | <u>4,750</u> |
|                                 | \$ 340,400   |



# Thank you for your assistance!



RESOLUTION 2016-240

WHEREAS, the City of Grand Island approved an appropriation of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to Grand Island Area Clean Community System in the FY 2016-2017 budget; and

WHEREAS, the City of Grand Island and Grand Island Area Clean Community System have reached an Agreement for services and payment; and

WHEREAS, Grand Island Area Clean Community System has executed said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Grand Island Area Clean Community System.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ▣ _____         |
| September 23, 2016  | ▣ City Attorney |



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of September 14, 2016 through September 27, 2016**

*The Claims for the period of September 14, 2016 through September 27, 2016 for a total amount of \$. A MOTION is in order.*

Staff Contact: Renae Griffiths