

## Tuesday, December 13, 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 Nathan Frew, Abundant Life Christian Center, 3411 West Faidley Avenue

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.



Tuesday, December 13, 2016 Council Session

### Item -1

**Approving Minutes of November 22, 2016 City Council Regular Meeting** 

**Staff Contact: RaNae Edwards** 

#### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL REGULAR MEETING November 22, 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 November 22, 2016. Notice of the meeting was given in *The Grand Island Independent* on November 16, 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 member Brent Lucke.

<u>INVOCATION</u> was given by Pastor Jim Reynolds, Berean Bible Church, 4116 West Capital Avenue followed by the <u>PLEDGE OF ALLEGIANCE</u>.

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

#2016-BE-6 - Consideration of Determining Benefits for Water Main District 468 - Stauss Road. Utilities Director Tim Luchsinger reported that Water Main District 468 was created at the request of the property owner of Lots Five (5) and Twelve (12), Garland Place Subdivision. The construction had been completed and was done as an Assessment District. Staff recommended approval from Council to establish the assessments for Water Main District 468.

Motion by Stelk, second by Paulick to approve Resolution #2016-BE-6. Upon roll call vote, all voted aye. Motion adopted.

<u>RETURN TO REGULAR SESSION:</u> Motion by Hehnke, second by Jones to return to Regular Session. Motion adopted.

#### ORDINANCES:

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

#9612 - Consideration of Approving Assessments for Water Main District 468 - Stauss Road

#9613 - Consideration of Revisions to Chapter 35 of the City Code - Water

#9614 - Consideration of Amending City Code Article 23, Chapter 7, Section 23-65, Food and Beverage Retailers Occupation Tax; Intent and Purpose of Article

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 Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

#9612 - Consideration of Approving Assessments for Water Main District 468 - Stauss Road

This item related to the aforementioned Board of Equalization item.

Motion by Paulick, second by Minton to approve Ordinance #9612.

City Clerk: Ordinance #9612 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 #9612 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 #9612 is declared to be lawfully adopted upon publication as required by law.

#9613 - Consideration of Revisions to Chapter 35 of the City Code - Water

Utilities Director Tim Luchsinger reported that with the increased usage of the water system an elevated storage tank was recommended and a bond issue proposed. In order to support the projected revenue requirements a rate modification was requested.

Discussion was held concerning alternatives to a water tower, the time it would take to build, and possible sponsorships. Reviewed were the new rates.

Motion by Minton, second by Donaldson to approve Ordinance #9613.

City Clerk: Ordinance #9613 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 #9613 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 #9613 is declared to be lawfully adopted upon publication as required by law.

#9614 - Consideration of Amending City Code Article 23, Chapter 7, Section 23-65, Food and Beverage Retailers Occupation Tax; Intent and Purpose of Article

City Attorney Jerry Janulewicz reported that the proposed amendment to Section 23-65 of the Grand Island City Code would harmonize this section with the ballot language approved by the electorate by removing language that provided a priority to use for occupation tax revenues.

Motion by Steele, second by Paulick to approve Ordinance #9614.

City Clerk: Ordinance #9614 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 #9614 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 #9614 is declared to be lawfully adopted upon publication as required by law.

<u>CONSENT AGENDA</u>: Consent Agenda item G-4 (Resolution #2016-286) was pulled for further discussion. Motion by Minton, second by Jones to approve the Consent Agenda excluding item G-4. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of November 8, 2016 City Council Regular Meeting.

Approving Minutes of November 15, 2016 City Council Study Session.

Approving Request for Liquor Manager Designation from Glenn Palensky, 811 Redwood Road for the United Veterans Club, 1914 West Capital Avenue.

#2016-286 - Approving MOU to the Labor Contract between the City of Grand Island and the IBEW Local 1597. Human Resources Director Aaron Schmid reported that the MOU would establish an alternating eight and twelve hour shift for the Power Dispatcher classifications. Jeff Hiegel representing the IBEW Labor Union answered questions regarding the vote of the dispatchers.

Motion by Paulick, second by Nickerson to approve Resolution #2016-286. Upon roll call vote, all voted aye. Motion adopted.

#2016-287 - Approving Purchase of a High Lift Loader for Platte Generating Station from Caterpillar through NJPA Contract No. 032515 in an Amount of \$257,527.00.

#2016-288 - Approving Boiler Feed Pump Repair at Platte Generating Station with JCI Industries, Inc. of Lee's Summit, Missouri in an Amount of \$237,186.00.

#2016-289 - Approving Auxiliary Boiler Rental at Platte Generating Station with Rasmussen Mechanical Services of Council Bluffs, Iowa in an Amount of \$115,928.00.

#2016-290 - Approving Certificate of Final Completion for Sanitary Sewer District No. 528 and 530T with Van Kirk Brothers Contractors of Sutton, Nebraska.

#2016-291 - Approving Amendment No. 1 for Public Transit Service Agreement with Senior Citizens Industries, Inc.

#### PAYMENT OF CLAIMS:

Councilmember Haase questioned the shortage of funds on page 61 (Golf Course) and the Workers Compensation fund on page 97 of the Statement of Bills. He agreed to approve these claims with the understanding that these items come back for further discussion.

Motion by Donaldson, second by Hehnke to approve the Claims for the period of November 9, 2016 through November 22, 2016 for a total amount of \$4,457,663.97. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:42 p.m.

RaNae Edwards City Clerk



Tuesday, December 13, 2016 Council Session

#### Item -2

**Approving Minutes of December 6, 2016 City Council Study Session** 

**Staff Contact: RaNae Edwards** 

#### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL STUDY SESSION December 6, 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 December 6, 2016. Notice of the meeting was given in the *Grand Island Independent* on November 30, 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, 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 member Reid Bednar.

<u>INVOCATION</u> was given by Community Youth Council member Reid Bednar followed by the PLEDGE OF ALLEGIANCE.

#### SPECIAL ITEMS:

<u>Presentation and Discussion concerning the Grand Island Cemetery.</u> Parks and Recreation Director Todd McCoy reported that Confluence had examined multiple sites for expansion possibilities for the Grand Island Cemetery and two sites had been recommended for Council to consider, Webb Road and Capital Avenue.

Matt Carlile representing Confluence reviewed the two locations. Webb Road was closest to the existing cemetery which would be able to use the existing maintenance facilities. The property was currently owned by the City of Grand Island so there would be no acquisition costs. The irrigation system was in place but would need adjustment for cemetery uses. The challenges of this location were the existing sports fields were heavily used and well maintained. Relocation of these sports facilities may not be a cost-effective solution. Large portions had been developed into parking lots and to remove and remediate, compaction would impact development costs. Trees would need to be planted immediately to begin to build the desired cemetery character. Noise from adjacent highway and railroad tracks would need to be addressed. The following constraints were mentioned: this piece of land was land-locked with US 281 Highway embankment to the west and Railroad right-of-way to the north. There were varied industrial developments on all other sides so future expansion for this site would be limited. The access points were only available off of South Webb Road. Another access would be preferred if Webb Road would need to be closed for any reason.

Discussion was held regarding the timeline between phases. Mr. Carlile stated it could be around 20 years in between phases, depending on funding.

The Capital Avenue cemetery site benefits included: the land had been donated by the State to the City so there were no acquisition costs. An existing cemetery was on-site, so shared maintenance facilities and equipment may be possible. This site had a good street presence and would provide good views. There were multiple access points along both frontage roads and access through the tree line along Webb Road was also possible. There was plenty of available contextual land for long-term expansion needs. The challenges mentioned was the traffic along the roads could cause unwanted notice, tree plantings would need to begin immediately to being to build the desired cemetery character, and notice from adjacent highway and railroad tracks would need to be addressed to create a tranquil cemetery setting. Several constraints were mentioned. The current Veterans Cemetery would need to be incorporated into the future cemetery design. There was a historic drainage way existing through the site, currently drainage had been diverted to the perimeter, and there were high-water table issues that would need to be mitigated for cemetery use, especially in the northern portions of the site.

Drainage at this site was discussed. Mayor Jensen stated on this site he would like to see Phase I and II started at the same time.

Burial and cemetery trends were reviewed along with burial types.

Each site was planned for a three phase development as follows:

Webb Road	<u>d Site</u>	Capital Avenue Site
Phase 1	\$1,377,156	\$2,382,704
Phase 2	\$ 836,825	\$1,881,308
Phase 3	\$ 505,703	\$1,137,345
Total	\$2,719,686	\$5,401,357
Full Build-out:	21 acres	67 acres
Development Cost	per acre: \$129,508	\$80,617

Because the Webb Road site was much smaller, future development efforts may mean another significant investment in 40-50 years. The Capital Avenue site would last 80-100 years and would require initial investment in a maintenance facility and equipment, but those costs may be able to be shared with the Veteran's Memorial Cemetery efforts.

Mr. McCoy answered questions regarding the cost moving the soccer fields from Webb Road.

Possible revenue generating opportunities were: increase burial service charges, increase charge for burial plots, increase charge for permanent maintenance fund, additional plots available for Green Burials that otherwise would be unsold and occupied by tree plantings, increase in burial service and plot demand due to the aging of the Baby-Boomer Generation, and increase in demand if Westlawn is to reach capacity or retire it's burial service business.

Possible opportunities to reduce operating costs included: reduce maintenance expectations and staffing needs at the existing 90 acre Grand Island Cemetery, maintenance cost sharing

agreements – between sports field organizations at Webb Road and between the Veterans' Memorial Cemetery staff, and approach community organizations or clubs to explore volunteer opportunities to offset some maintenance costs.

Mr. McCoy stated he would work with Administration on how to generate revenue for this expansion. Mentioned was that the Webb Road ball field 21 acres could be sold to generate revenue.

Erica Randall, 705 W. Hedde Street spoke in opposition of the Capital Avenue site. Dan Naranjo, 1328 Hagge Avenue spoke in support of either site but mentioned economics with regards to the increase of cremations. Jerry Hirschman, 2315 Gateway Avenue spoke in opposition to the Capital Avenue site.

City Administrator Marlan Ferguson stated this item would come before Council for a final decision within the next 60 days. Park and Recreation Cemetery Superintendent Mark Sands commented on cemeteries not being profitable, columbarium's, and the need for more staff.

Council recessed at 8:36 p.m. and reconvened at 8:42 p.m.

<u>Presentation and Discussion concerning Blighted and Substandard Designation at Cornhusker Army Ammunition Plant.</u> Regional Planning Director Chad Nabity reported that in 2013 the State Legislators passed LB 66 which gave authority to Cities of the First Class to approve Redevelopment Plans and use Ad Volorem Taxes (TIF) generated by the project(s) approved in the plan to pay for eligible expenses under certain proscribed conditions on formerly used defense sites outside of the corporate limits of and within the same County as the City.

LB 66 did not declare formerly used defense sites blighted and substandard or change the standards for declaring an area blighted and substandard. It also did not remove or alter the requirement that an area be declared blighted and substandard prior to the approval of a Redevelopment Plan.

The Cornhusker Army Ammunition Plant (CHAAP) is a 20 square mile plant west of Grand Island built in 1942 for World War II, reactivated for the Korean War from 1950 – 1957, reactivated for Vietnam in 1965, and was declared excess in 1989. Congress gave local authority to the Hall County Reuse Committee to determine post plant land uses – ag, industry, no housing.

In order to use TIF at CHAAP the area must be declared blighted and substandard. This would not count toward the 35% limit of the City. All, or a portion of the property could be declared blighted and substandard but must meet statutory criteria for the declaration. All procedures and hearings must be followed like any other blighted and substandard declaration. If this area was declared blighted and substandard it could expect TIF projects.

Mr. Nabity reviewed the requirements to use TIF at CHAAP and the zoning districts for this area. He stated the reason this topic was brought up was that Pat O'Neill with O'Neill Wood Resources had submitted a Blight Study for 285 acres at the northwest corner of Old Potash

Highway and 70<sup>th</sup> Road. A second study was likely to be submitted in the near future. He mentioned that a study could be completed to aid redevelopment of the Husker Harvest Days site also.

Mr. Nabity explained the process and notification required to bring this before the Regional Planning Commission and the City Council.

ADJOURNMENT: The meeting was adjourned at 9:16 p.m.

RaNae Edwards City Clerk



### Tuesday, December 13, 2016 Council Session

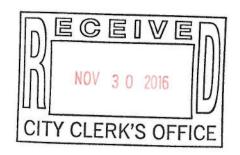
#### Item -3

#### **Acceptance of Election Certificate**

State law requires the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 8, 2016 City Council General Election. An election certificate containing the vote totals and results is attached. A MOTION to accept the election certificate is in order.

**Staff Contact: RaNae Edwards** 

November 28, 2016 State of Nebraska, County of Hall



To: City of Grand Island

RaNea Edwards, City Clerk 100 E. First Street Grand Island, NE 68801

I Dale M. Baker being the Election Commissioner of Hall County, Nebraska, do here by certify the following is a true and complete abstract of copy of the abstract of the votes cast at the election held November 8, 2016 in this county, as canvassed by the canvassing board of Hall County, with respect to candidates, measures, propositions, and issues therein listed; and to here further certify that to the best of my knowledge such ballots, including early voters, provisional and been voted, counted and canvassed in the manner provided by law.

Grand Island City Council, Wards 1,2,3,4,5

City of Grand Island Sales and Use Tax proposal
Grand Island Restricted Funds Proposal

MAN Baker

Dale M. Baker

**Hall County Election Commissioner** 

SUMMARY REPORT

#### Hall County, Nebraska General Election November 8, 2016

Official Final

Run Date:11/28/16 11:17 AM

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									VOTES	PERCENT
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Jeremy Jones .									3 397	98.86
WRITE-IN					•					1.14
MATIC III	•	•		*		•	•	•	05	
Grand Island City Vote for 1	Cou	ınci	1 k	12						
Mark Stelk									3,099	98.82
WRITE-IN		٠	•		•	•	*	•	37	1.18
Grand Island City	Cou	ınci	1 h	13						
Vote for 1										
Julie Hehnke .			•							97.99
WRITE-IN	•	•	•	٠	•	٠	٠	•	36	2.01
Grand Island City	Cou	ınci	1 4	14						
Vote for 1										
Mike Paulick .									920	58.82
Jon Billington.									627	40.09
WRITE-IN	•	•	٠	÷	٠	•			17	1.09
Grand Island City	Cor	ınci	1 4	<b>V</b> 5						
Vote for 1	000									
Chuck Haase									2,668	97.41
WRITE-IN										2.59
Grand Island Sale	c ar	nd I	معا	Tay	, Dr	onc	sal			
Vote for 1									6 505	40.24
								•	0,393	40.24 59.76
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Grand Island Rest Vote for 1	rict	ed	Fur	nds	Pro	pos	al			
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65.64

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### Tuesday, December 13, 2016 Council Session

#### Item -4

#### Administration of Oath of Office to Re-Elected Councilmember's

City Clerk RaNae Edwards will administer the Oath of Office to returning Councilmembers Jeremy Jones - Ward 1, Mark Stelk - Ward 2, Julie Hehnke - Ward 3, Mike Paulick - Ward 4, and Chuck Haase - Ward 5.

**Staff Contact: RaNae Edwards** 



### Tuesday, December 13, 2016 Council Session

Item -5

**Comments by Re-Elected Officials** 

**Staff Contact:** 



#### Tuesday, December 13, 2016 Council Session

#### Item -6

#### **Election of City Council President**

The City Council is required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his/her duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second is not required on nominations.

**Staff Contact:** 



#### Tuesday, December 13, 2016 Council Session

#### Item -7

# Recognition of Grand Island Wastewater Division Awards at Fall Conference

The Mayor and City Council will recognize the Grand Island Wastewater Division for receiving the Nebraska Water Environmental Association (NWEA) Scott Wilbur Outstanding Facility Award, Scott Wilbur Large Facility Best in Class Award, Scott Wilbur Innovative Award, and the Silver Safety Award during the 2016 American Public Works Association (APWA), Nebraska Water Environment Association (NWEA), and American Water Works Association (AWWA) Fall Conference.

The Scott Wilbur Awards recognizes a well-operated facility, the best large facility in Nebraska, and innovation in recent plan upgrade projects such as Grand Island's Headworks project.

The NWEA Safety Award recognizes excellence in accident prevention and promotion of safety in workplace facilities.

Congratulations on representing the City of Grand Island in such a positive manner.

**Staff Contact: Mayor Jeremy Jensen** 



### Tuesday, December 13, 2016 Council Session

#### Item E-1

# Public Hearing on Acquisition of Utility Easement - 3820 Warbler Road - Oseka

Council action will take place under Consent Agenda item G-1.

**Staff Contact: Tim Luchsinger, Stacy Nonhof** 

## Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Stacy Nonhof, Assistant City Attorney

Meeting: December 13, 2016

**Subject:** Acquisition of Utility Easement – 3820 Warbler Road -

Oseka

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

#### **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of JoAnn Oseka, located through a part of Lot Six (6), Block One (1), Summerfield Estates Fifth Subdivision, in the City of Grand Island, Hall County, Nebraska (3820 Warbler Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

#### **Discussion**

In 2013, the southeast corner of Lot Six (6) was dedicated for additional future road right-of-way for the Warbler Road – Meadow Way Trail intersection. At that time, the Utilities Department installed the high voltage power equipment to serve the abutting properties, along with street lighting, at the edge of the new right-of-way as is common practice.

A new owner of the adjacent property requested vacation of such previously dedicated right-of-way as their development plans for the area have changed and there is no longer a need of the additional right-of-way. As such, at the October 11, 2016 Council meeting, Ordinance 9607 was approved vacating the right-of-way across the southeast corner of 3820 Warbler Road. The proposed easement will allow the Utilities Department to continue to have the right to operate and maintain the electrical infrastructure as it presently exists.

#### **Alternatives**

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

1. Make a motion to approve

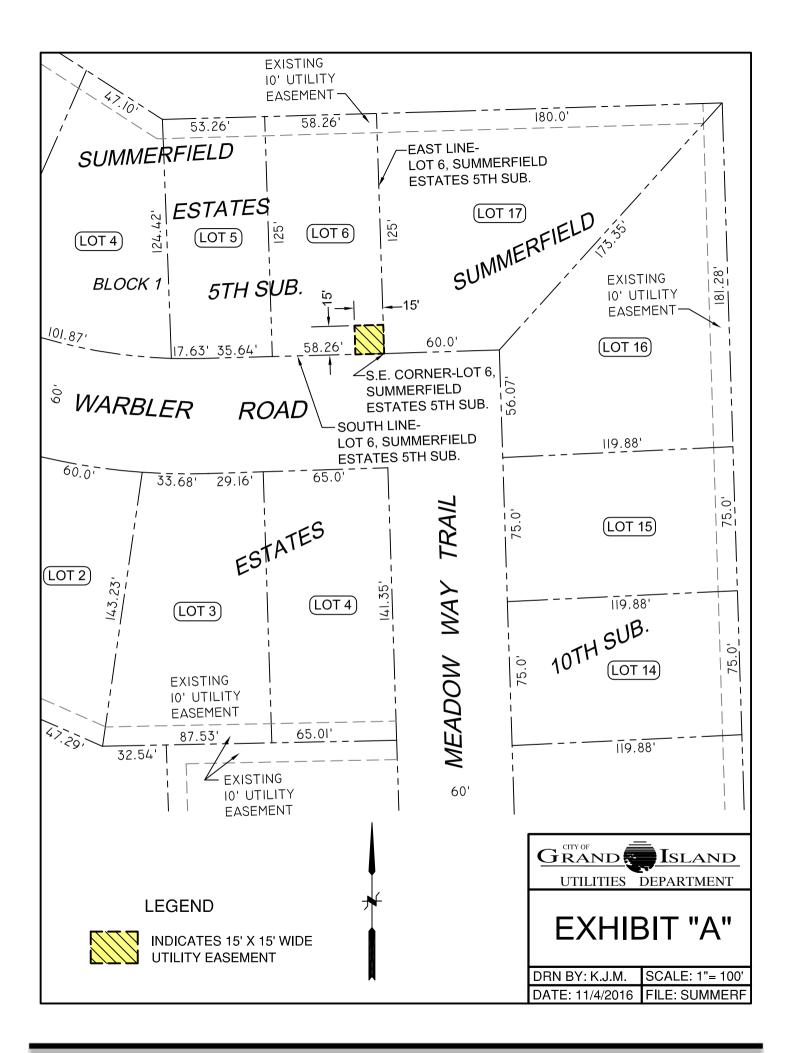
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

### Recommendation

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

#### **Sample Motion**

Move to approve acquisition of the Utility Easement.





### Tuesday, December 13, 2016 Council Session

#### Item E-2

### **Public Hearing on Acquisition of Utility Easement - 235 Roberts Street - Glause**

Council action will take place under Consent Agenda item G-2.

Staff Contact: Tim Luchsinger, Stacy Nonhof

## Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director

Stacy Nonhof, Assistant City Attorney

Meeting: December 13, 2016

**Subject:** Acquisition of Utility Easement – 325 Roberts Street -

Glause

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

#### **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Steve and Beckie Glause, located through a part of Lot Four (4), Rains First Addition; and part of a tract of land formerly known as "Rains Avenue", in the City of Grand Island, Hall County, Nebraska (325 Roberts Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

#### **Discussion**

Verizon Wireless is building a new communication tower at the above referenced location. The proposed easement will permit the Utilities Department to install, operate, and maintain the pad-mounted transformer and high voltage power lines necessary to serve the facility.

#### **Alternatives**

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

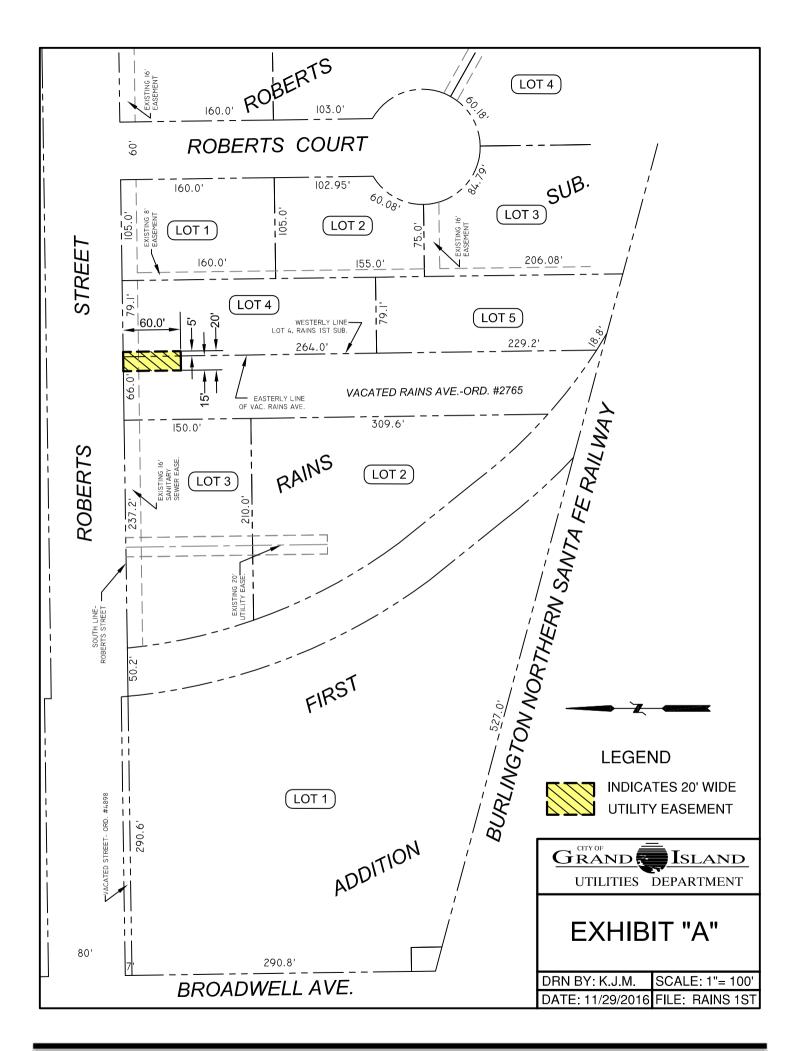
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4 Take no action on the issue

#### Recommendation

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

#### **Sample Motion**

Move to approve acquisition of the Utility Easement.





### Tuesday, December 13, 2016 Council Session

#### Item E-3

# Public Hearing on Acquisition of Utility Easement - 163 "A" Road - 1/2 Mile East of Gunbarrel Road - Gerdes

Council action will take place under Consent Agenda item G-3.

**Staff Contact: Tim Luchsinger, Stacy Nonhof** 

## Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Stacy Nonhof, Assistant City Attorney

Meeting: December 13, 2016

**Subject:** Acquisition of Utility Easement – 163 "A" Road –

approximately ½ mile east of Gunbarrel Road - Gerdes

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

#### **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Galen E. and Tamera M. Gerdes, located through a part of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼) Section Seven (7), Township Eleven (11) North, Range Eight (8) West of the 6<sup>th</sup> P.M., Merrick County, Nebraska (163 "A" Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

#### **Discussion**

Galen and Tamera Gerdes are in the process of building a new home in rural Merrick County. The proposed easement will permit the Utilities Department to install, operate, and maintain the high voltage power lines and transformer necessary to serve the property.

#### **Alternatives**

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

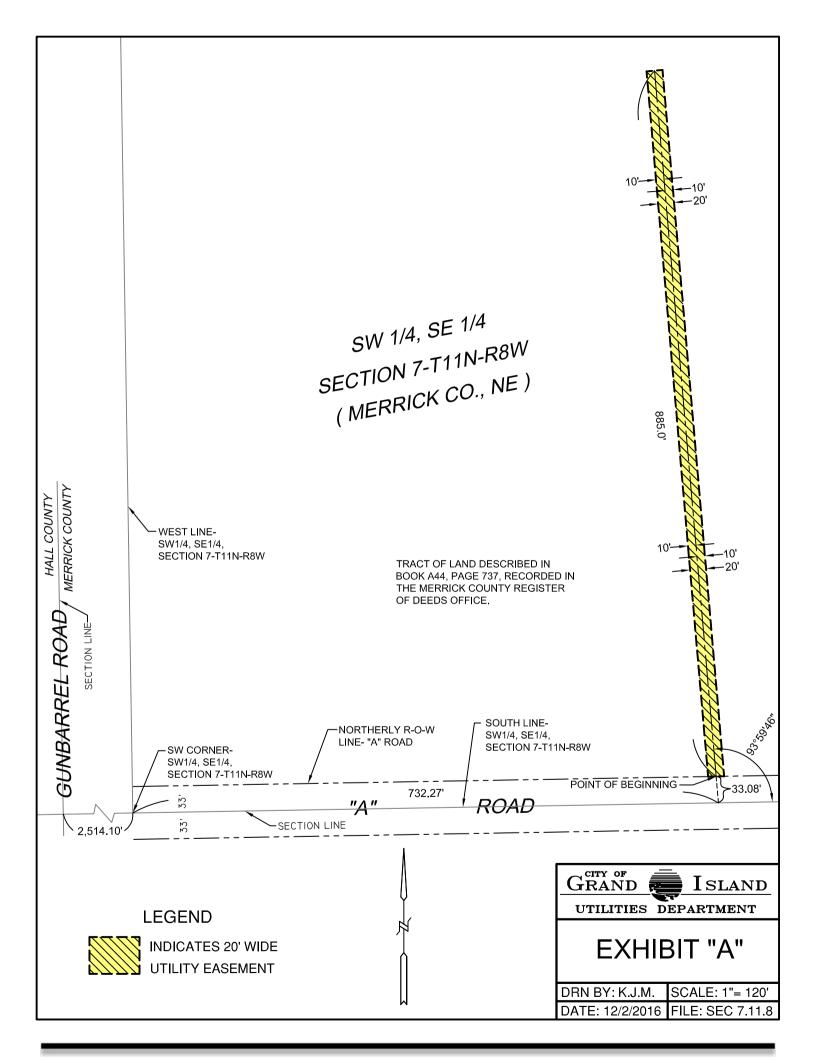
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

#### Recommendation

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

#### **Sample Motion**

Move to approve acquisition of the Utility Easement.





### Tuesday, December 13, 2016 Council Session

#### Item F-1

**#9615 - Consideration of Amending the Salary Ordinance** 

Staff Contact: Aaron Schmid, Human Resources Director

## Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: December 13, 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 proposed change would reclassify the non-union position of GIS Coordinator-PW from non-exempt to exempt. The position was noted during a review conducted to comply with pending changes to the FLSA overtime rules. A review of job duties, qualifications and compensation level indicated that this position would be more appropriately classified as exempt status. The pay scale for the position will remain unchanged.

#### **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 #9615.

#### **Sample Motion**

Move to approve Salary Ordinance #9615.

#### NON UNION EMPLOYEES

#### Ordinance 9606

Effective Date 10/3/2016

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
GIS COORDNTR	R-PW	10/03/2016														
0287	Hourly:	28.2416	29.0129	29.8054	30.6194	31.4557	32.3149	33.1975	34.1042	35.0357	35.9927	36.9757	37.9856	39.0231	40.0890	41.1809
	Bi-Weekly:	2,259.33	2,321.03	2,384.43	2,449.55	2,516.46	2,585.19	2,655.80	2,728.34	2,802.86	2,879.42	2,958.06	3,038.85	3,121.85	3,207.12	3,294.47
	Monthly:	4,895.22	5,028.90	5,166.27	5,307.36	5,452.33	5,601.25	5,754.23	5,911.40	6,072.86	6,238.74	6,409.13	6,584.18	6,764.01	6,948.76	7,138.02
	Annual:	58,742.58	60,346.78	61,995.18	63,688.30	65,427.96	67,214.94	69,050.80	70,936.84	72,874.36	74,864.92	76,909.56	79,010.10	81,168.10	83,385.12	85,656.22

9/30/2016 Effective Date 10/3/2016
Ordinance 9606

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#### ORDINANCE NO. 9615

An ordinance to amend Ordinance 9608 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 reclassify the non-union position of GIS Coordinator-PW from 40 hrs/week to Exempt; amend the salary ranges of the employees covered under the FOP labor agreement; to add longevity pay, shift differential, call back pay and stand by pay to employees covered under the FOP labor agreement; to amend the salary range of the non-union position of Building Department Director; and to repeal those portions of Ordinance No. 9608 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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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

Approved as to Form 
December 6, 2016 
City Attorney

#### ORDINANCE NO. 9615 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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	37.7821/55.2369	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
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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fleet Services Shop Foreman	24.0828/35.9580	40 hrs/week
GIS Coordinator - PW	28.2416/41.1809	40 hrs/week Exempt
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
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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	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
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	20.0000/28.0000	40 hrs/week
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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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:

Classification	Hourly Pay Range Min/Max	
Police Officer	20.9247/32.0568	
Police Sergeant	26.1893/39.3272	

#### **OVERTIME ELIGIBILITY**

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of 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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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 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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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. Effective the first full pay period in January 2017, all employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional thirty-five cents (\$0.35) per hour.

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 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 at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-

annually. If any such employee covered by the FOP labor agreement 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.

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.

Employees covered by the FOP labor agreement who are directed to be on standby duty by the Chief of Police or Police Captain shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or fraction thereof, that occurs between regularly assigned duty shifts. In the event that an employee covered by the FOP labor agreement is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at one and one-half (1.5) the regular rate of pay and for any additional time worked thereafter.

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 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 eightyeight and one third hours (calculated at 47% x 1,039 hours = 488.33 hours), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, 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 ninetyeight and eighty-eight hundredths hours (calculated at 38% x 1,576 hours = 598.88 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% x 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 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% x 1,339 hours = 334.75 hours.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at 50% x 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  $35\% \times 1339$  hours = 468.65 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. 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% x 1,280 hours = 480 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 one hundred percent (100%) of their accumulated

medical leave bank at the time of their death, not to exceed one thousand two hundred eighty (1,280) hours, 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. Effective the first full pay period in October 2016, an employee who is represented by the FOP labor agreement, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full

pay period following completion of the specified years of service. Payment shall be made on a

prorated basis on each regular pay day. The following rate schedule shall apply: ten years

(beginning 11<sup>th</sup> year) - \$ 645.50; fifteen years (beginning 16<sup>th</sup> year) - \$ 830.50; 20 years

(beginning 21<sup>st</sup> year) - \$1,032.50; twenty-five years (beginning 26<sup>th</sup> year) - \$1,247.50.

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase

of this ordinance shall not affect the validity or enforceability of any other section, subsection,

sentence, clause, or phrase thereof.

SECTION 13. 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 December 26, 2016. retroactive to October 3, 2016.

SECTION 14. Those portions of Ordinance No. 9608 and all other parts of

ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: December 13, 2016

Jeremy L. Jensen, Mayor

Attest:\_

RaNae Edwards, City Clerk

- 17 -



# City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item F-2

#9616 - Consideration of Amending Grand Island City Code Chapter 17-35, Disposal by Unlicensed Person

**Staff Contact: Robert Falldorf, Police Chief** 

# Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: December 13, 2016

**Subject:** Amendment of Grand Island City Code Chapter 17-35,

Disposal by Unlicensed Person.

**Presenter(s):** Robert Falldorf, Police Chief

### **Background**

Ordinance 17-35 deals with the disposal of waste at the City disposal facilities by unlicensed persons (non-commercial haulers). There is language in the ordinance that is vague and the Police Department would like to amend the ordinance to assist with effective enforcement.

### **Discussion**

The Grand Island Police Department and Public Works Department with the City of Grand Island have been collectively working together to address complaints from residents along the W. Old Potash Highway corridor leading up to the City's waste disposal facilities (Transfer Station and City Landfill). The complaints deal with waste falling, blowing or spilling out of vehicles or trailers enroute to the disposal facilities. Ordinance 17-35 is one means by which the Police Department uses to gain compliance with violators that haul waste along the route. Section B of Ordinance 17-35 contains some language that is vague. The Police Department is recommending the removal of the words "...or otherwise contained..." in this section. It is much more clear by leaving the words "...completely covered or securely fastened...". This change will improve our enforcement efforts, not only on the corridor leading up to the disposal facilities; however also on the grounds of the disposal facilities as well. Language in the second part of this section in reference to type of waste has also been amended for clarity. This recommended change has been reviewed and approved by the Legal Department.

### **Alternatives**

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

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

### 4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the amending of City Code, Chapter 17-35 as presented to provide for the removal of the vague language and offer more clarity in the Ordinance.

### **Sample Motion**

Move to approve the amending of City Code, Chapter 17, Section 35 as presented to remove vague language and offer clarity to the City Code.

#### ORDINANCE NO. 9616

An ordinance to amend Chapter 17 of the Grand Island City Code, specifically to amend Section 17-35 pertaining to the disposal of garbage, 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. Chapter 17, Section 17-35, of the Grand Island City Code is hereby amended to read as follows:

#### §17-35. Disposal by Unlicensed Persons

- (A) The provisions of §17-23 through §17-34 shall not be interpreted as preventing persons from collecting and transporting their own garbage, refuse, construction and demolition waste, and waste materials approved for disposal from their own property to the City disposal facilities, so long as such garbage, refuse, construction and demolition waste, and trash is secured as set forth in subsection (B) below.
- (B) The garbage, trash, refuse, construction and demolition waste, and waste materials collected and hauled pursuant to this section must be completely covered or otherwise contained or securely fastened so as to prevent any such materials which are liquid in nature from seeping or leaking from the vehicle, and any solid waste materials from being blown or jarred from the vehicle onto the streets or adjoining property. the load or any part of the load from spilling, seeping, falling or blowing from the vehicle while in transit.

Amended by Ordinance No. 9045, effective 6-7-2006

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

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 13, 2016.		
Attest:	Jeremy L. Jensen, Mayor	
RaNae Edwards, City Clerk		

Approved as to Form 
December 6, 2016 
City Attorney



# City of Grand Island

# Tuesday, December 13, 2016 Council Session

## Item G-1

#2016-292 - Approving Acquisition of Utility Easement - 3820 Warbler Road - Oseka

This item relates to the aforementioned Public Hearing item E-1.

**Staff Contact: Tim Luchsinger, Stacy Nonhof** 

#### RESOLUTION 2016-292

WHEREAS, a public utility easement is required by the City of Grand Island from JoAnn K. Oseka, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on December 13, 2016 for the purpose of discussing the proposed acquisition of an easement located through a part of Lot Six (6), Block One (1), Summerfield Estates Fifth Subdivision, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The southerly fifteen (15.0) feet of the easterly fifteen (15.0) feet of Lot Six (6), Block One (1), Summerfield Estates Fifth Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above easement and right of way containing a combined total of 0.005 acres, more or less, as shown on the plat dated 11/4/2016, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from JoAnn K. Oseka, on the above-described tract of land.

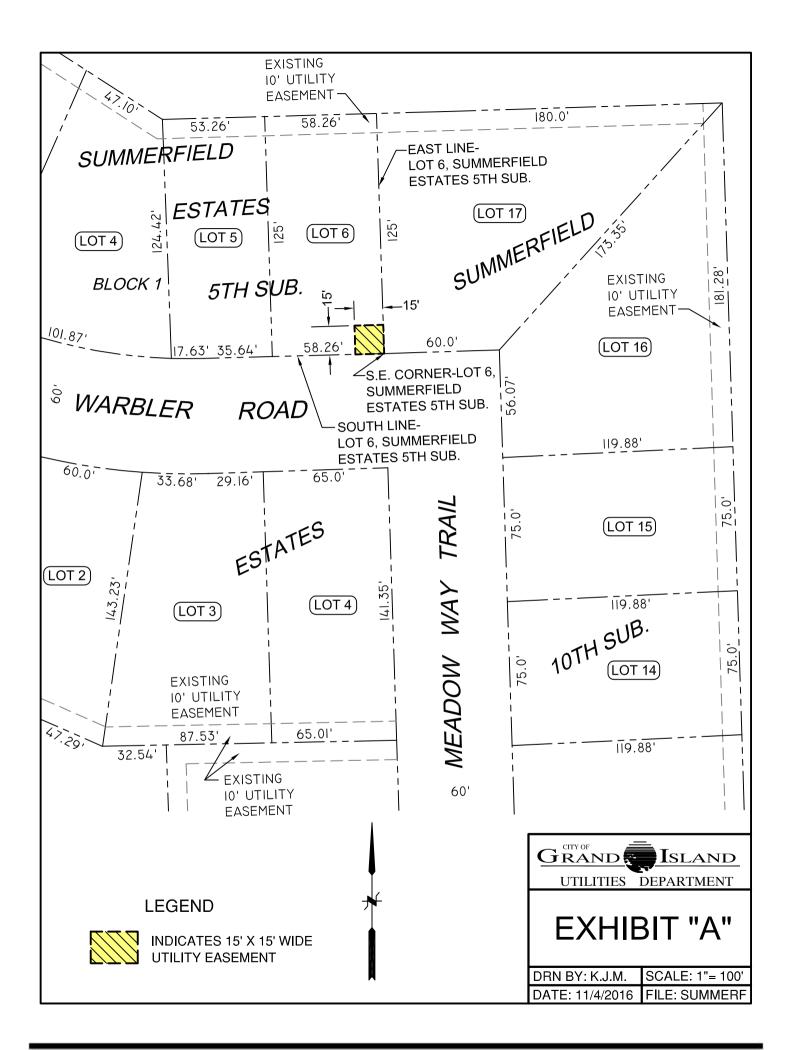
Adopted by the City Council of the City of Grand Island, Nebraska, December 13, 2016.

Jeremy L. Jensen, Mayor

Attest:

Approved as to Form 
December 9, 2016 
December 9, 2016 
December 9, 2016

RaNae Edwards, City Clerk





# City of Grand Island

# Tuesday, December 13, 2016 Council Session

## Item G-2

## #2016-293 - Approving Acquisition of Utility Easement - 235 Roberts Street - Glause

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

#### RESOLUTION 2016-293

WHEREAS, a public utility easement is required by the City of Grand Island from Steve and Beckie Glause, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on December 13, 2016 for the purpose of discussing the proposed acquisition of an easement located through a part of Lot Four (4), Rains First Addition; and part of a tract of land formerly known as "Rains Avenue", in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northerly sixty (60.0) feet of the westerly five (5.0) feet of Lot Four (4), Rains First Addition; and the northerly sixty (60.0) feet of the easterly fifteen (15.0) feet of the tract of land formerly known as "Rains Avenue", now being vacated by Ordinance No. 2765 recorded in the Register of Deeds Office, Hall County, Nebraska, all located in the City of Grand Island, Hall County, Nebraska.

The above described easement and right-of-way containing a calculated area of 0.028 acres, more or less, as shown on the plat dated 11/29/2016, marked Exhibit "A" attached hereto and incorporated herein by reference.

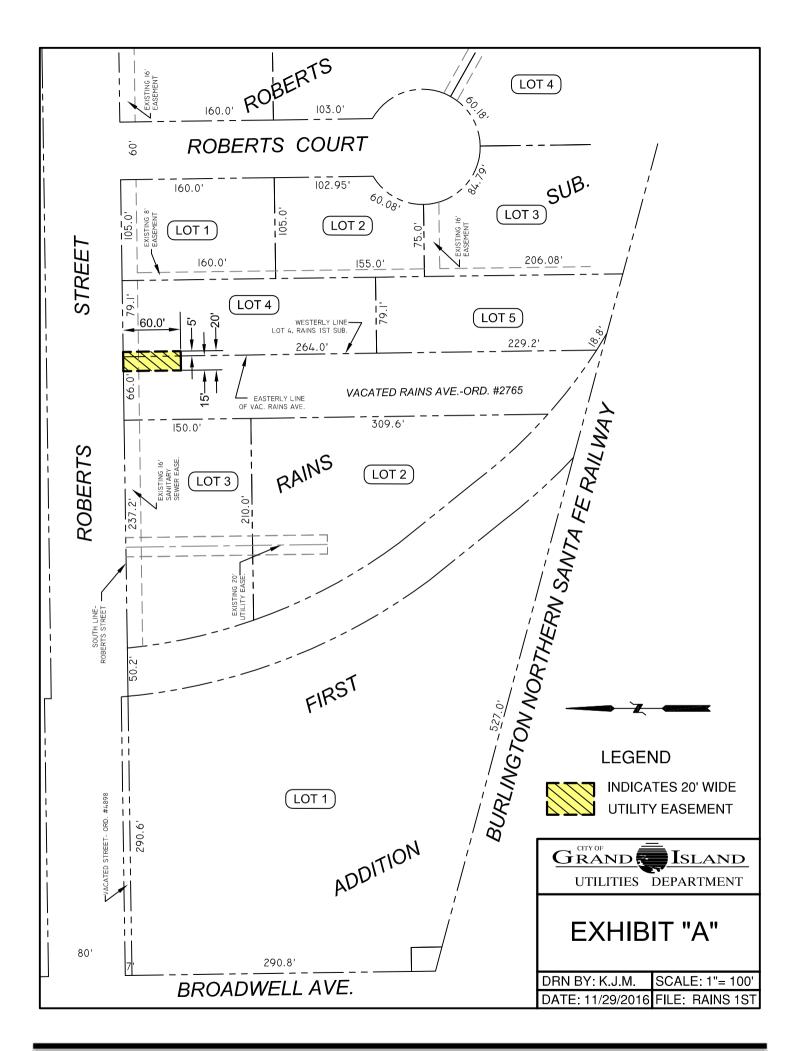
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Steve and Beckie Glause, on the above-described tract of land.

Adopted by the City Council of the City of Grand Island, Nebraska, December 13, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





# City of Grand Island

# Tuesday, December 13, 2016 Council Session

## Item G-3

#2016-294 - Approving Acquisition of Utility Easement - 163 "A" Road - 1/2 Mile East of Gunbarrel Road - Gerdes

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

#### RESOLUTION 2016-294

WHEREAS, a public utility easement is required by the City of Grand Island from Galen E. and Tamera M. Gerdes, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on December 13, 2016 for the purpose of discussing the proposed acquisition of an easement located through a part of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼) Section Seven (7) Township Eleven (11) North, Range Eight (8) West of the 6<sup>th</sup> P.M., Merrick County, Nebraska; and more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter (SW1/4,SE1/4) Section Seven (7), Township Eleven (11) North, Range Eight (8) West of the 6<sup>th</sup> P.M., Merrick County, Nebraska; thence easterly along the south line of said Southwest Quarter of the Southeast Quarter, a distance of seven hundred thirty two and twenty seven hundredths (723.27) feet; thence deflecting left 93°59'46" and running in a northwesterly direction, a distance of thirty three and eight hundredths (33.08) feet to a point on the northerly right of way line of "A" Road, said point being the ACTUAL Point of Beginning; thence continuing northwesterly along the previously described line, a distance of eight hundred eighty five (885.0) feet to a point of termination.

The above-described easement and right-of-way containing a total of 0.406 acres, more or less, as shown on the plat dated 12/2/2016, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Galen E. and Tamera M. Gerdes, on the above-described tract of land.

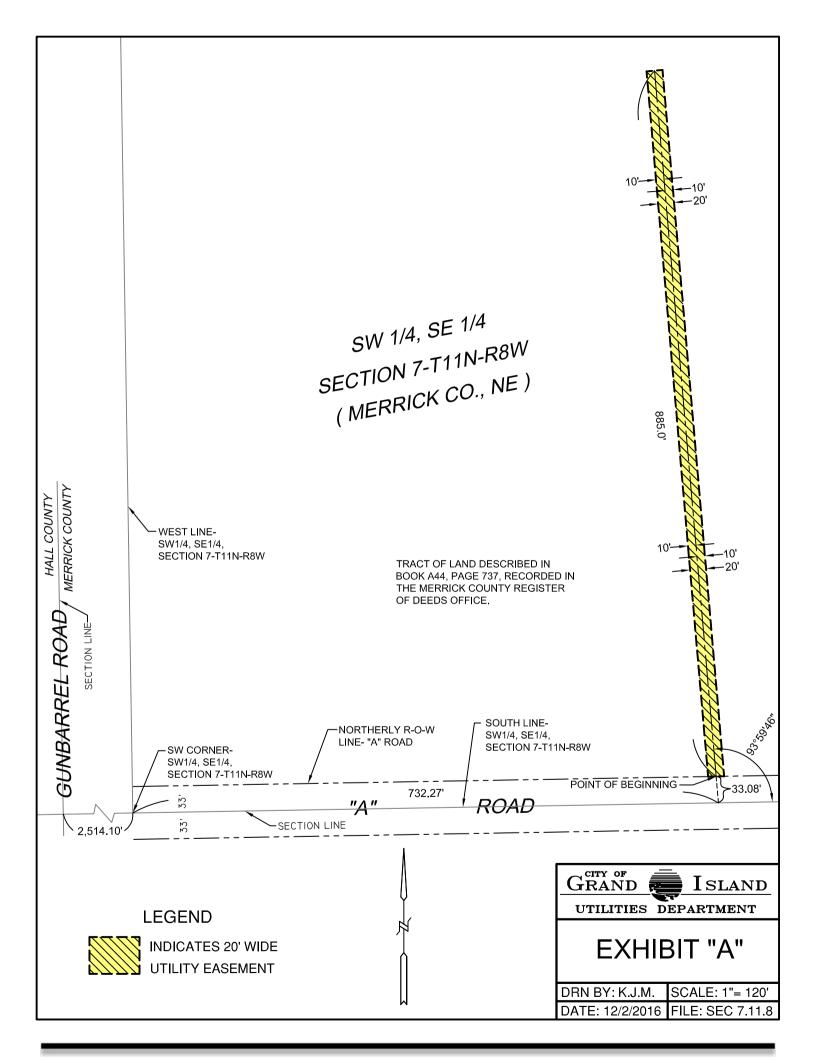
Adopted by the City Council of the City of Grand Island, Nebraska, December 13, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form 
December 9, 2016 
City Attorney





# City of Grand Island

# Tuesday, December 13, 2016 Council Session

## Item G-4

**#2016-295 - Approving Bid Award - Auxiliary Boiler Re-Tube at Platte Generating Station** 

**Staff Contact: Tim Luchsinger, Stacy Nonhof** 

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director

Stacy Nonhof, Assistant City Attorney

Meeting Date: December 13, 2016

**Subject:** Auxiliary Boiler Re-tube at Platte Generating Station

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

### **Background**

The Cleaver Brooks auxiliary boiler at the Platte Generating Station was installed during the original construction of the plant to provide building heat. Since the plant went into service in 1982, it has continued to serve as an emergency backup for building heat in the event of freezing conditions occurring when the main boiler is offline.

The auxiliary boiler has developed numerous tube leaks and leaking tube joints at the steam drum, requiring extensive repairs consisting of replacing the boiler tubes, casing, insulation and refractory.

Plant engineering staff developed specifications detailing the repair requirements as a basis of bidding. Included in the specification was a request for an optional bid for an accelerated overtime schedule that would minimize the downtime on the unit.

### **Discussion**

Specifications for the Auxiliary Boiler Re-tube were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on November 22, 2016. The engineer's estimate for this project was \$700,000.00.

Bidder	Base Bid Price
Rasmussen Mechanical Services, Inc., Council Bluffs, IA	\$ 278,522.00
American Boiler & Mechanical, St. Louis, MO	\$ 400,912.95
Associated Mechanical Inc., Olathe, KS	\$ 426,600.00
Fusion Boiler Works, Inc., Omaha, NE	\$ 429,210.00
Hayes Mechanical LLC, Omaha, NE	\$ 567,500.00
Strobel Energy Group, Clarks, NE	\$ 686,240.00
PIC Group, Inc., Atlanta, GA	\$ 721,176.00

Bids were reviewed by plant engineering staff. The low bid from Rasmussen Mechanical Services is compliant with specifications and less than the engineer's estimate. Rasmussen Mechanical also submitted optional bids for the requested accelerated execution schedule and combustion tuning at a cost of \$29,987.00 and \$1,800.00 respectively. Their total bid of \$310,309.00 remains the lowest and best bid.

### **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 Council approve the bid for the Auxiliary Boiler Re-tube to Rasmussen Mechanical Services, Inc., of Council Bluffs, Iowa, in the amount of \$310,309.00.

### **Sample Motion**

Move to approve the bid in the amount of \$310,309.00, from Rasmussen Mechanical Services, Inc., of Council Bluffs, Iowa for the Auxiliary Boiler Re-tube.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

### **BID OPENING**

BID OPENING DATE: November 22, 2016 at 2:00 p.m.

FOR: Auxiliary Boiler Re-tube

**DEPARTMENT:** Utilities

**ESTIMATE:** \$700,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: November 3, 2016

NO. POTENTIAL BIDDERS: 4

### **SUMMARY**

Bidder:	Associated Mechanical Inc.	PIC Group, Inc.

Olathe, KS Atlanta, GA

Bid Security: Mid-Continent Casualty Co. Arch Insurance Co.

**Exceptions:** Noted Noted

**Bid Price:** 

Material:\$ 96,500.00\$443,196.00Labor:\$323,818.00\$257,584.00Sales Tax:\$ 6,282.00\$ 20,396.00Total Base Bid:\$426,600.00\$721,176.00

Bidder: Fusion Boiler Works, Inc. Rasmussen Mechanical Services, Inc.

Omaha, NE Council Bluffs, IA

Bid Security: Old Republic Surety Co. Merchants Bonding Co.

**Exceptions:** Noted Noted

**Bid Price:** 

Total Base Bid: \$429,210.00 \$278,522.00

Bidder: <u>American Boiler & Mechanical</u> <u>Strobel Energy Group</u>

St. Louis, MO Clarks, NE

Bid Security: Fidelity & Deposit Co. Western Surety Co. Exceptions: Noted Noted

**Bid Price:** 

Material:\$215,735.00\$200,197.00Labor:\$158,950.00\$472,029.00Sales Tax:\$26,227.95\$14,014.00Total Base Bid:\$400,912.95\$686,240.00

Bidder: <u>Hayes Mechanical LLC</u>

Omaha, NE

**Bid Security:** Great American Ins. Co.

**Exceptions:** Noted

**Bid Price:** 

Material:\$181,240.00Labor:\$373,090.00Sales Tax:\$14,170.00Total Base Bid:\$567,500.00

cc: Tim Luchsinger, Utilities Director

Marlan Ferguson, City Administrator Stacy Nonhof, Purchasing Agent Darrell Dorsey, PGS Plant Supt. Pat Gericke, Utilities Admin. Assist. Renae Griffiths, Finance Director Karen Nagel, Utilities Secretary

P1916

#### RESOLUTION 2016-295

WHEREAS, the City of Grand Island invited sealed bids for Auxiliary Boiler Retube at Platte Generating Station according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 22, 2016, bids were received, opened and reviewed; and

WHEREAS, Rasmussen Mechanical Services, Inc., of Council Bluffs, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$310,309.00; and

WHEREAS, the bid of Rasmussen Mechanical Services, Inc., is less than the estimate for Auxiliary Boiler Re-tube.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rasmussen Mechanical Services, Inc., in the amount of \$310,309.00, for Auxiliary Boiler Re-tube, is hereby approved as the lowest responsible bid.

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Adopte	d by th	e City	Council	of the	City o	f Grand	Island.	, Nebraska,	December 1	3, 2016.
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	Jeremy L. Jensen, Mayor
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form  $\ ^{12}$  December 9, 2016  $\ ^{12}$  City Attorney



# City of Grand Island

# Tuesday, December 13, 2016 Council Session

## Item G-5

#2016-296 - Approving Bid Award - Gas Turbine #3 Bearing Replacement

**Staff Contact: Tim Luchsinger, Stacy Nonhof** 

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director

Stacy Nonhof, Assistant City Attorney

**Meeting Date:** December 13, 2016

**Subject:** Gas Turbine #3 Bearing Replacement at Burdick

Generating Station

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

### **Background**

Gas Turbine #3 is located at the Burdick Generating Station. The unit was commissioned in 2003 and is used for electrical power generation, primarily operating as a peaking unit for the City. The operating data of September 19, 2016 indicated the #3 bearing was in the early stages of failure. Subsequent testing confirmed the failure of the bearing.

### **Discussion**

Specifications for the Gas Turbine #3 Bearing Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on November 22, 2016. The engineer's estimate for this project was \$140,000.00.

Bidder	Bid Price
S.T. Cotter Turbine Services, Inc., Clearwater Minnesota	\$48,144.99
General Electric International, Inc., Omaha, Nebraska	\$87,848.07

Bids were reviewed by plant engineering staff. The bid from S.T. Cotter Turbine Services, Inc., does not meet the specification requirements, as they do not meet the previous experience required in the specification. The bid from General Electric International, Inc. is compliant with specifications and less than the engineer's estimate.

### **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 Council award the Contract for the Gas Turbine #3 Bearing Replacement to General Electric International, Inc., of Omaha, Nebraska, as the low responsive bidder, with the bid in the amount of \$87,848.07.

### **Sample Motion**

Move to approve the bid in the amount of \$87,848.07 from General Electric International, Inc., of Omaha, Nebraska for the Gas Turbine #3 Bearing Replacement at the Burdick Generating Station.

# Purchasing Division of Legal Department

## INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

### **BID OPENING**

**BID OPENING DATE:** November 22, 2016 at 2:15 p.m.

FOR: Gas Turbine #3 Bearing Replacement

**DEPARTMENT:** Utilities

**ESTIMATE:** \$140,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE: November 5, 2016** 

NO. POTENTIAL BIDDERS: 1

### **SUMMARY**

**Bidder:** General Electric International, Inc. S.T. Cotter Turbine Services, Inc.

Omaha, NE

Clearwater, MN Electric Insurance Co. Guarantee Co. **Bid Security:** 

**Exceptions:** Noted Noted

**Bid Price:** 

Material: N/A N/A Labor: \$82,101.00 \$44,995.32 **Sales Tax:** \$ 5,747.07 \$ 3,149.67 \$48,144.99 **Total Bid:** \$87,848.07

Tim Luchsinger, Utilities Director cc:

Marlan Ferguson, City Administrator Stacy Nonhof, Purchasing Agent Larry Keown, Burdick Plant Supt.

Pat Gericke, Utilities Admin. Assist. Renae Griffiths. Finance Director Karen Nagel, Utility Secretary

P1920

### RESOLUTION 2016-296

WHEREAS, the City of Grand Island invited sealed bids for Gas Turbine #3 Bearing Replacement according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 22, 2016, bids were received, opened and reviewed; and

WHEREAS, General Electric International, Inc., of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$87,848.07; and

WHEREAS, the bid of General Electric International, Inc., less than the estimate for Gas Turbine #3 Bearing Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of General Electric International, Inc., in the amount of \$87,848.07 for Gas Turbine #3 Bearing Replacement at the Burdick Generating Station, is hereby approved as the lowest responsible bid, and the Mayor is hereby authorized to sign the contract on behalf of the City of Grand Island.

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Ado	pted by	y the Cit	y Council	of the Ci	ty of	Grand Islan	d, Nebraska	, December 13	, 2016.
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	Jeremy L. Jensen, Mayor
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form  $\begin{tabular}{ll} $\tt m$\\ December 9, 2016 & $\tt m$ \hline City Attorney \\ \end{tabular}$ 



# City of Grand Island

## Tuesday, December 13, 2016 Council Session

## Item G-6

**#2016-297 - Approving ARC Flash Hazard Analysis - 2017 at Platte Generating Station and Burdick Station** 

Staff Contact: Tim Luchsinger, Stacy Nonhof

## Council Agenda Memo

**From:** Timothy G. Luchsinger, Utilities Director

Stacy Nonhof, Assistant City Attorney

**Meeting Date:** December 13, 2016

**Subject:** Arc Flash Hazard Analysis

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

## **Background**

The Platte and Burdick Generating Stations use several medium and low voltage breakers and switches to feed power to plant equipment. According to the 'NFPA 70E Standard for Electrical Safety in the Workplace', arc flash ratings must be reviewed every five years. These ratings allow personnel to correctly select protective clothing when working around live equipment.

## **Discussion**

A request for proposal to develop a high-energy safety program for the power generation facilities was publically advertised in accordance with the City Purchasing Code. Proposals from the following firms were received:

### Company

Burns & McDonnell Electric Power Systems JEO Consulting Group Kinectrics, Inc. Power Systems Analysis Shermco Industries

Using a matrix of the Utilities Department's established evaluation criteria, which included Company Experience, Personnel Experience, Proposal Responsiveness, Pricing and Commercial Terms, the proposals were reviewed by the department's division managers. A tabulation of the evaluations' factors indicated a consensus for JEO Consulting Group. That firm's proposal was ranked either #1 or #2 by each evaluator.

## **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 Council award the Proposal for the Arc Flash Hazard Analysis to JEO Consulting Group of Norfolk, Nebraska, as the best evaluated proposal, with a not to exceed price of \$29,171.00.

## **Sample Motion**

Move to approve the proposal from JEO Consulting Group for the Arc Flash Hazard Analysis as submitted for a price not to exceed \$29,171.00.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

### REQUEST FOR PROPOSAL FOR ARC FLASH HAZARD ANALYSIS 2017

RFP DUE DATE: November 22, 2016 at 4:00 p.m.

**DEPARTMENT:** Utilities

PUBLICATION DATE: November 16, 2016

NO. POTENTIAL BIDDERS: 3

### SUMMARY OF PROPOSALS RECEIVED

Power Systems Analysis

JEO Consulting Group

Omaha, NE Norfolk, NE

Kinectrics, Inc. Burns & McDonnell

Totonto, Ontario Canada Kansas City, MO

**Shermco Industries Electric Power Systems** 

Omaha, NE Kansas City, MO

cc: Tim Luchsinger, Utilities Director Pat Gericke, Utilities Admin. Assist.

Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Ryan Schmitz, Production Engineer

Renae Griffiths, Finance Director
Karen Nagel, Utilities Secretary

P1918

### RESOLUTION 2016-297

WHEREAS, the City of Grand Island sent out a Request for Proposal for ARC Flash Hazard Analysis, 2017, for Platte Generating Station and the Burdick Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 22, 2016, proposals were received, opened and reviewed; and

WHEREAS, JEO Consulting of Norfolk, Nebraska, submitted a proposal in accordance with the terms of the advertisement and plans and specifications and all other statutory requirements contained therein, such proposal being a not to exceed amount of \$29,171.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of JEO Consulting Group, with a not to exceed amount of \$29,171.00, for ARC Flash Hazard Analysis, 2017, for Platte Generating Station and the Burdick Generating Station, is hereby approved.

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$\mu$	vaontea ny th	ie City	Counci	i or the	CHV OF	Cirana Islar	ia inebraska	December 1	) ZUID

	Jeremy L. Jensen, Mayor
attest:	
RaNae Edwards, City Clerk	

Approved as to Form  $\begin{tabular}{ll} $\tt m$\\ December 9, 2016 & $\tt m$ \hline City Attorney \\ \end{tabular}$ 



# City of Grand Island

## Tuesday, December 13, 2016 Council Session

## Item G-7

**#2016-298 - Approving Bid Award for Control Room HVAC at Platte Generating Station** 

**Staff Contact: Tim Luchsinger, Stacy Nonhof** 

## Council Agenda Memo

**From:** Timothy G. Luchsinger, Utilities Director

Stacy Nonhof, Assistant City Attorney

**Meeting Date:** December 13, 2016

**Subject:** Control Room HVAC Upgrade at Platte Generating

Station

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

## **Background**

The Platte Generating Station has a separate heating and cooling system that is used to regulate temperature in sensitive electronic areas of the plant. In addition to catering to this temperature sensitive area, it also services the operations control room, kitchen, and several offices. The current system is struggling to maintain a consistent temperature for the various areas it services. The rooftop units are no longer rain tight, causing damage to the ceilings below. This project is to replace the twin 35-year-old rooftop units, chiller units, piping, central controller, and thermostats. The specification also includes the additional drives and zones to increase the efficiency of the system for the various areas.

## **Discussion**

Specifications for the Control Room HVAC Upgrade were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on November 29, 2016. The specifications were sent to five potential bidders and responses were received as listed below. The engineer's estimate for this project was \$200,000.00.

Bidder	Bid Price	Exceptions	Adjusted Bid Price	Negotiated Bid Price
Rutts Heating & AC, Inc. Hastings, NE	\$ 292,150.00	\$ 34,583.00	\$ 326,733.00	\$ 309,348.00
Hastings, INE	\$ 292,130.00	\$ 54,565.00	\$ 320,733.00	\$ 309,346.00

Plant staff reviewed the bid received. Although the existing chillers were not initially slated for replacement, it was determined that they were not compatible with modern refrigerant, and were added to the specification. The original engineer's estimate was based on smaller units replaced in the last few years, however with the much larger size the estimate was not accurate, and the additional cost of the independent chillers was thought to fall within the original engineer's estimate. In post bid discussions with the lone bidder, a fair compensation was negotiated. Department staff recommends

proceeding with the award of the work based on the adjusted bid pricing after negotiations with Rutts Heating and Air Conditioning, Inc.

### **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 Council award the Contract for the Control Room HVAC Upgrade to Rutts Heating and Air Conditioning, Inc., of Hastings, Nebraska, as the low responsive bidder, with the bid in the amount of \$309,348.00.

## **Sample Motion**

Move to approve the bid in the amount of \$309,348.00 from Rutts Heating and Air Conditioning, Inc., for the Control Room HVAC Upgrade at Platte Generating Station.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

### **BID OPENING**

BID OPENING DATE: November 29, 2016 at 2:00 p.m.

FOR: Control Room HVAC

**DEPARTMENT:** Utilities

**ESTIMATE:** \$200,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: November 10, 2016

NO. POTENTIAL BIDDERS: 5

### **SUMMARY**

Bidder: Rutts Heating & AC, Inc.

Hastings, NE

**Bid Security:** Universal Surety Co.

**Exceptions:** Noted

**Bid Price:** 

Material:\$229,800.00Labor:\$ 49,750.00Sales Tax:\$ 12,600.00Total Base Bid:\$292,150.00

**Alternate Bid:** 

 Material:
 -0 

 Labor:
 \$1,995.00

 Sales Tax:
 -0 

 Total Alternate Bid:
 \$1,995.00

cc: Tim Luchsinger, Utilities Director

Marlan Ferguson, City Administrator Stacy Nonhof, Purchasing Agent

Ryan Schmitz, Assist. Utilities Director

Pat Gericke, Utilities Admin. Assist. Renae Griffiths, Finance Director Karen Nagel, Utilities Secretary

P1923

### RESOLUTION 2016-298

WHEREAS, the City of Grand Island invited sealed bids for Control Room HVAC at Platte Generating Station according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 29, 2016, bids were received, opened and reviewed; and

WHEREAS, Rutts Heating and AC, Inc., of Hastings, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$309,348.00; and

WHEREAS, the bid of Rutts Heating & AC, Inc., is the single source bid for the Control Room HVAC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rutts Heating and AC, Inc., in the amount of \$309,348.00 for Control Room HVAC at Platte Generating Station, is hereby approved as the lowest responsible bid.

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Adonted by	the City C	Council of the	City of Grand	d Island Nehra	ıska. December	r 13 2016
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Jeremy L. Jensen, Mayor

Approved as to Form  $\begin{tabular}{ll} $\tt m$\\ December 9, 2016 & $\tt m$ \hline City Attorney \\ \end{tabular}$ 



# City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item G-8

#2016-299 - Approving Certificate of Final Completion for Water Main Project 2015-W-1 - Pine Street at the UP Tracks

**Staff Contact: Tim Luchsinger, Utilities Director** 

## Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director

Meeting: December 13, 2016

**Subject:** Certificate of Final Completion for Water Main Project

2015-W-1 – Pine Street and UPRR

**Presenter(s):** Tim Luchsinger, Utilities Director

## **Background**

Historic records indicate the original water line at the Pine Street – Union Pacific Rail Road was installed over 100 years ago. Due to its age and critical location, the contract for Water Main Project 2015-W-1 was initiated to replace this section of water main.

The work involved the installation of a high strength steel casing under the tracks and a new 10-inch ductile iron water main from 3<sup>rd</sup> Street, north to one-half block south of 4<sup>th</sup> Street. A site map is attached for reference.

### **Discussion**

All work on the project has been completed by Van Kirk Brothers Contracting of Sutton, Nebraska, in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was \$155,608.39.

## **Alternatives**

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

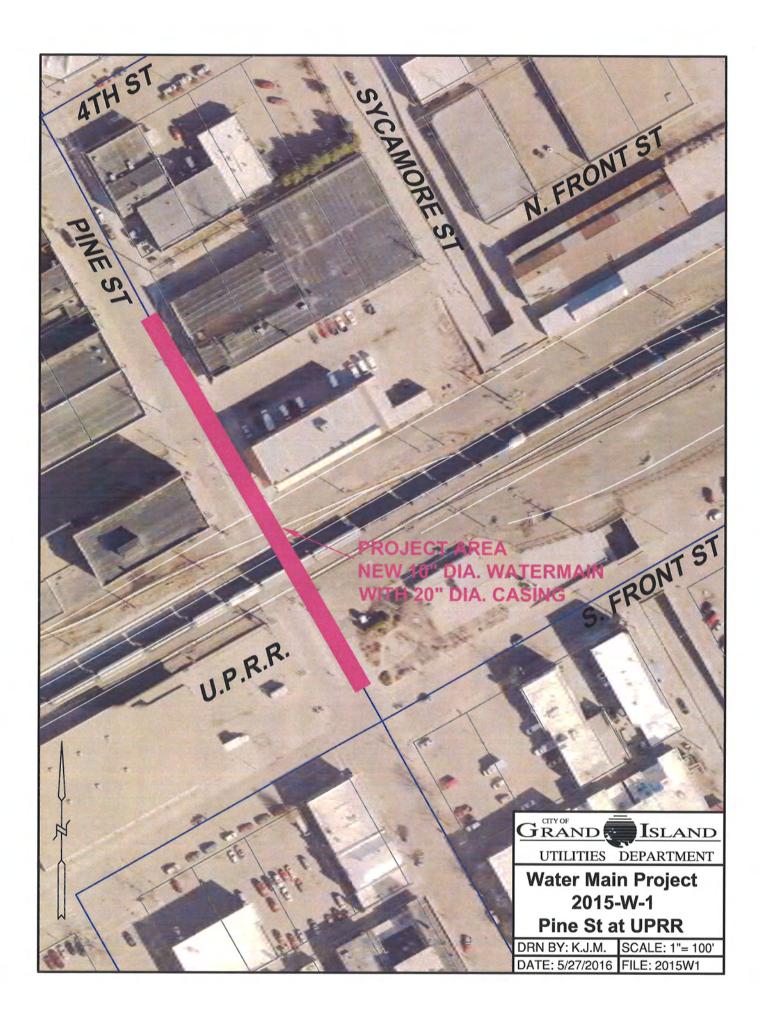
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completing for Water Main Project 2015-W-1 – Pine Street and UPRR.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Water Main Project 2015-W-1 – Pine Street and UPRR.



### **ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

### Water Main Project 2015-W-1

Water Main Project 2015-W-1 is located in the central part of the City of Grand Island, being within Pine Street at the Union Pacific Rail Road (UPRR) crossing. The work on the project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.

Lynn M. Maynew, F.E. #E-10661 Date

LYNN M.
MAYHEW
E-10661

I hereby authorize Water Main Project 2015-W-1 to be incorporation into the City of Grand Island water system.

Tim Luchsinger, Utilities Director

//.30-/6 Date

### CERTIFICATE OF FINAL COMPLETION

# Water Main Project 2015-W-1 Pine Street and Union Pacific Rail Road

December 13, 2016

Water Main Project 2015-W-1, located in the central part of the City of Grand Island, within the Pine Street right-of-way and crossing under the Union Pacific Railroad (UPRR) tracks, was awarded to Van Kirk Brothers Contracting of Sutton, Nebraska.

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.

John Collins, Public Works Director

### **WATER MAIN PROJECT 2015-W-1**

December 13, 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-1 be approved.

ı	Respectfully submitted,
-	Jeremy L. Jensen, Mayor

### RESOLUTION 2016-299

WHEREAS, the Utilities Engineer and the Public Works Director have issued a Certificate of Final Completion for Water Main Project 2015-W-1 located within the central part of the City of Grand Island, Nebraska within Pine Street at the Union Pacific Rail Road Crossing, certifying that Van Kirk Brothers Contracting of Sutton, 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

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-1 is hereby confirmed.

- - -

Ado	oted by	v the (	Citv	Council	of th	e City	ı of	Grand	Island.	. Nebraska.	December	13.	2016

	Jeremy L. Jensen, Mayor
Attest:	

Approved as to Form  $\begin{tabular}{ll} $\tt x$ \\ December 9, 2016 & $\tt x$ } \hline \end{tabular}$  City Attorney



# City of Grand Island

## Tuesday, December 13, 2016 Council Session

## Item G-9

**#2016-300 - Approving Lease Purchase of Three (3) Heavy Duty Tractors for the Streets Division of the Public Works Department** 

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

## Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: December 13, 2016

**Subject:** Approving Lease Purchase of Three (3) Heavy Duty

Tractors for the Streets Division of the Public Works

Department

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

## **Background**

Streets own two (2) and leases one (1) heavy duty tractors for Right-of-Way mowing. Approximately 600 hours per year is put on each tractor during mowing season.

### Leased Unit 245

Leasing began in Summer 2014 and the cost to lease was \$11.80/hour or about \$7,000. The benefit to leasing is the repair costs are minimal since the equipment is always warrantied. The price has since increased to \$13.25/hour and expected to keep increasing. There had been talk from local vendors that the program would be discontinued last year and again this year.

The leasing program was previously part of the Nebraska State Contract and offered to all municipalities and counties. As of last year, the State Contract was restricted to NDOR use only due to the low volume of tractors the manufactures were willing to place on the market. At that time, Streets proceeded with acquiring lease quotes from local vendors for the 2016 mowing season and also budgeted for the purchase of a new tractor in FY 2017 in preparation for the discontinuance of the leasing programs.

### Owned Unit 247

2004 New Holland TS100A has approximately 6,968 hours and a repair cost to purchase price ratio of 2.09. The current average yearly repair cost is \$6,450. This unit is scheduled for replacement in 2019.

### Owned Unit 251

2003 New Holland TS110 has approximately 8,862 hours and a repair cost to purchase price ratio of 3.16. The current average yearly repair cost is \$9,950. This Unit is scheduled for replacement in 2018.

With three potential tractor purchases in three consecutive years, an RFP for Heavy Duty Tractors was put together requesting purchase prices, trade-in values, lease purchase

interest rates, and potential discounts for purchasing multiple units. This information could be used to perform a cost of ownership comparison between purchasing one tractor each year for three years and using a lease purchase program and ordering three tractors in the same year.

### **Discussion**

On October 13, 2016 a Request for Proposals (RFP) for a Heavy Duty Tractor for the Streets Division of the Public Works Department was advertised in the Grand Island Independent and sent to six (6) potential proposers.

Three (3) proposals were received from Titan Machinery, opened on November 2, 2016, and thoroughly reviewed by a committee comprised of six (6) staff from the Streets Division and Fleet Services Division. The proposals were evaluated on the following criteria:

CRITERIA	POINTS
Quality of product / services and ability to furnish the products and services	40
required by the City	40
Warranty Offered	20
Ability to provide initial training and long-term training for City personnel	15
Costs associated with products and services	15
Value offered for Trade-In Equipment	10
TOTAL POINTS	100

Titan Machinery of Grand Island, NE received the highest ranking by the committee based on the established criteria with their proposal of a 2017 New Holland T6-155.

Below is a summary of the tractor purchase prices including requested options and the additional financial information requested in the proposal.

	1 1
Tractor 1 (loader ready) Purchase Price	\$94,406
Tractor 2 Purchase Price	\$79,023
Tractor 3 Purchase Price	\$79,023
Trade Value – Unit 247	\$15,400
Trade Value – Unit 251	\$16,000
Mulit-Unit Discount	\$1,000 for each unit if more than one is ordered (\$3,000 for three units).
Annual Interest Rate for Lease Purchase	2.7
Financial Institution	Merchants Bank of Minneapolis, MN
Lead Time after Order is Confirmed	120 days

One of the tractors was priced to include a loader option so the tractor can be used for plowing snow and a back-up for loading salt trucks. Streets has not purchased tractors with this capability in the past but with the need for more snow clearing equipment it was determined one unit should be set-up as a test of its performance. If this unit works well, the other two tractors may be altered to add this function at a later date.

After options and pricing were determined for each unit, a five-year cost of ownership comparison was preformed (see Attachment 1). Please note the assumptions made in this comparison, including no cost increase from year to year for the purchase of a new tractor and no advance or down payments. These assumptions were made in an effort to compare best-case for cash purchase and worst case for the lease purchase option. The five-year cost of ownership calculation for three consecutive cash purchases is \$286,302 and the five-year cost of ownership calculation for a lease purchase would not exceed \$281,095.

The Streets Division has \$90,000 budgeted for the purchase of a new tractor in the 2017 FY. These funds can be used to purchase one unit outright or as a down payment on a lease purchase agreement for three tractors. The Wastewater Division is interested in purchasing the existing Unit 247, for the offered trade value of \$15,400, which will save them between from spending \$4,000 to \$5,000 on repairs to the their existing mowing tractor. The Wastewater funds for the existing Unit 247 would be used as part of the down payment to avoid additional interest amounts.

The following is the recommended lease purchase terms:

Purchase Price	\$252,466.00				
Multi-Unit Discount	\$3,000.00				
Net Purchase Price	\$249,452.00				
Financial Institution	Merchants Bank of Minneapolis, MN				
Annual Interest Rate	2.7				
Advance Payment –	\$16,000,00				
Trade Value – Unit 251	\$16,000.00				
Advance Payment –	\$15,400.00				
Wastewater Funds (for Unit 247)	\$13,400.00				
Advance Payment –	\$60,000.00				
Streets Division Funds (\$20,000/Unit)					
<b>Total Advance Payment</b>	\$91,400.00				
Annual Payments	4 @ \$42,265.53				
Pay-off Amount	\$1.00				
Payment Totals	\$260,426.12				

The Public Works Department is recommending the multi-unit discount of \$3,000 be taken advantage of and the purchase of three (3) new tractors from Titan Machinery of Grand Island, NE in the amount of \$249,452.00 and a lease purchase agreement with Merchants Bank of Minneapolis, MN be approved.

The recommended approval will be a commitment to the purchase and allow Titan Machinery to order the tractors and begin the City's 120 day lead time to ensure the units arrive by the 2017 mowing season.

## **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 lease purchase of three (3) new tractors from Titan Machinery of Grand Island, NE in the amount of \$249,452.00 with financing from Merchants Bank of Minneapolis, MN.

### **Sample Motion**

Move to approve the lease purchase of three (3) new tractors from Titan Machinery of Grand Island, NE in the amount of \$249,452.00 with financing from Merchants Bank of Minneapolis, MN.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

### REQUEST FOR PROPOSAL FOR HEAVY DUTY TRACTOR

RFP DUE DATE: November 2, 2016 at 4:00 p.m.

**DEPARTMENT:** Public Works

PUBLICATION DATE: October 13, 2016

NO. POTENTIAL BIDDERS: 6

### **SUMMARY OF PROPOSALS RECEIVED**

Titan Machinery Grand Island, NE

cc: John Collins, Public Works Director Marlan Ferguson, City Administrator Stacy Nonhof, Purchasing Agent Catrina Delosh, PW Admin. Assist. Renae Griffiths, Finance Director Shannon Callahan, Street Superintendent

P1910

#### Attachment 1. 5-Year Cost of Ownership Comparison of Cash Purchase Option and Lease Purchase Option

#### **CASH PURCHASE OPTION**

Purchase One Tractor per Year for 3 Years

	Unit #	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	_
	245		\$94,406				
Purchase	247			\$79,023			
	251	\$79,023					
	245 (\$8,950/yr)*	\$8,950	\$1,000	\$1,000	\$1,000	\$1,000	
Cost to Own	247 (\$6,450/yr)	\$6,450	\$6,450	\$1,000	\$1,000	\$1,000	
	251 (\$9,950/yr)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
						•	5-Year Cost of Ownership
Total Cos	t of Ownership	\$95,423	\$102,856	\$82,023	\$3,000	\$3,000	\$286,302

<sup>\*</sup>Cost to lease plus \$1,000 for maintenance

#### **LEASE PURCHASE OPTION**

Purchase Three Tractors this FY with Lease Purchase Financing

	Unit #	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	_
Payment	All	53,219	53,219	53,219	53,219	53,219	
	245 (\$8,950/yr)	1,000	1,000	1,000	1,000	1,000	
Cost to Own	247 (\$6,450/yr)	1,000	1,000	1,000	1,000	1,000	
	251 (\$9,950/yr)	1,000	1,000	1,000	1,000	1,000	
Total Cost of Ownership		56,219	56,219	56,219	56,219	56,219	\$281,095

#### Notes

- 1. Comparisons made using best case scenario for purchase option and worst case scenario for lease purchase option by using the below assumptions:
  - No increase in purchase price
  - No increase in lease hourly rate
  - No increase in cost to maintain and newly purchased units under warranty for five years.
  - No trade-ins or down payments (true cost of ownership)
  - No multi-unit purchase discount credited toward the lease payments
  - All new units under warranty for a period of not less than five years.
- 2. It is more likely that the the cost to purchase a tractor next year and then year after will increase at least five percent each year. Also the above does not account for any trade-ins or down payments. The trade-in values for owned units will decrease after each season due the number of hours they are worked.
- 3. The larger purchase price for Unit 245 is with the loader option. The loader option was added so the unit could be used to clear snow and as a back-up for the Front-End Loader that loads salt trucks.
- 4. Maintenance costs were assumed to be equal after year five, therefore the net cost difference between ownership payment options would remain the same for the complete life cycle of each unit.

### RESOLUTION 2016-300

WHEREAS, the City of Grand Island invited proposals for Heavy Duty Tractor, according to Request for Proposals on file with the Public Works Department; and

WHEREAS, on October 13, 2016 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, Titan Machinery of Grand Island, NE submitted a proposal in accordance with the terms of the Request for Proposals and received the highest ranking based on the established criteria.

WHEREAS, the purchase price for three (3) tractors is \$249,452.00; and

WHEREAS, such amount will be financed by Merchants Bank of Minneapolis, MN; and

WHEREAS, an advance payment comprised of \$16,000 for trade-in value, \$60,000 from the Streets Division capital budget and \$15,400 from the Wastewater Fund for a total of \$91,400 will be made in 2016-2017 FY; and

WHEREAS, the remaining four (4) annual payments will be in the amount of \$42,265.53 with a pay-off amount of \$1.00; and

WHEREAS, the total re-payment amount will be \$260,426.12.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a three (3) Heavy Duty Tractors from Titan Machinery of Grand Island, Nebraska is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such lease purchase agreement with Merchants Bank of Minneapolis, MN on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 13, 2016.

	Jeremy L. Jensen, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form ¤ City Attorney



# City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item G-10

#2016-301 - Approving Amendment to Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant

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

## Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: December 13, 2016

**Subject:** Approving Amendment to Maintenance Services for Supervisory

Control and Data Acquisition (SCADA) Programming at the

Wastewater Treatment Plant

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

## **Background**

The Wastewater Division of Public Works implemented new plant control philosophies in ongoing operations optimization. One element in the operations development is the Supervisory Control and Data Acquisition (SCADA) system integral to plant functions. The SCADA system is interactive to nearly every device within the facility. The Wastewater Plant Operations Engineer observed the need to develop the programming uniquely to facility functions and emergency repairs that may arise from time to time.

On September 24, 2013, via Resolution No. 2013-315, City Council approved maintenance services with Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska for the SCADA systems programming and interface development.

## Discussion

At this time the Gravity Belt Thickener Control Panel is in need of replacement for the SCADA system, and it is the request of Wastewater Plant staff to have Interstate Industrial Instrumentation, Inc. supply such panel, as it is compatible with the existing SCADA software. A quote has been received in the amount of \$18,910.07 for the control panel, with programming and startup costs not to exceed \$6,295.00.

## **Alternatives**

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

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

## Recommendation

City Administration recommends that the Council approve the purchase of a Gravity Belt Thickener Control Panel for the Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant in the amount of \$18,910.07, with programming and startup costs not exceed \$6,295.00.

## **Sample Motion**

Move to approve the resolution.



## Interstate Industrial Instrumentation Inc.

Instrument and Control Specialists

10424 "J" STREET P.O. BOX 27310 OMAHA, NEBRASKA 68127 PHONE: (402) 331-3535 FAX: (402) 339-2445 821 8TH STREET SUITE D BETTENDORF, IOWA 52722 PHONE: (563) 355-5959 FAX: (563) 355-0808 974 - 73RD STREET. SUITE #1 DES MOINES, IOWA 50312 PHONE: (515) 225-8383 FAX: (515) 225-1511

November 8, 2016

Attn: John Rundle City of Grand Island 3013 East Swift Road P.O. Box 1968 Grand Island, NE 68802

Ref: Quote #2016110801-Rev 1-City of GI Gravity Belt Thickener Control Panel Replacement

Dear John

We are pleased to quote the following Control Panel(s) as outlined below:

TERMS: Net 30 Days DEL: 4-8 Weeks ARO

F.O.B.: Omaha

Prices firm for 60 Days

1 Each

Control Panel Rebuild

New 304 SS Door – To Be Field Installed

New Back Panel

All new Components, Terminals, Power Supply, Relays Mounted to Back Panel

AB MicroLogix 1200 PLC, and IO Cards

Panelview 800 Operator Interface - 10"

**Ethernet Switch** 

120 VAC, 15 Amp Input Power/Circuit

Front Panel Reset Button

- Flow Met

City of Grand Island Quote #2016110801-Rev1-City of GI Page #: 2

Front Panel Horn
Front Panel E-Stop
Wiring to Duplicate Existing Panel Wiring
All Inputs and Outputs Pre-wired to Terminals and/or Plugs
3 Days On-Site Startup
Includes Drawings

Net Each \$18,910.07

1 Each

PLC Programming

HMI Programming

On-Site Programming Startup and Expenses

Not to Exceed: \$1,800.00

Not to Exceed: \$2,695.00

Thank you for this opportunity to quote one of quality products. If you have any questions, please feel free to call.

INTERSTATE INDUSTRIAL INSTRUMENTATION, INC.

Rex Twedt Jr. Sales Engineer

Cc: Terry Bower

 $File\ Name:\ S:\ Systems\ and\ Panels\\ \ IIP0003780\ -\ City\ of\ GI\ WWTP\ GBT\\ \ 2016110801-rev1-City\ of\ GI-GravityBeltThickener.doc$ 

### RESOLUTION 2016-301

WHEREAS, on September 24, 2013, via Resolution No. 2013-315, City Council approved maintenance services with Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska for the Supervisory Control and Data Acquisition (SCADA) systems programming and interface development for the Wastewater Division of the Public Works Department; and

WHEREAS, the Gravity Belt Thickener Control Panel is in need of replacement for the SCADA system, and it is the request of Wastewater Plant staff to have Interstate Industrial Instrumentation, Inc. supply such panel; and

WHEREAS, a quote has been received in the amount of \$18,910.07 for the control panel, with programming and startup costs not to exceed \$6,295.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such Gravity Belt Thickener Control Panel replacement, programming and startup maintenance service with Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska is hereby approved in the amount of \$18,910.07 for the control panel, with programming and startup costs not to exceed \$6,295.00.

- - -

Adop	oted b	y the Ci	ty Counc	il of the	City of	Grand Isl	land, Nebi	raska, Decem	ber 13.	, 2016.
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Jeremy L. Jensen, Mayor	
_	
	Jeremy L. Jensen, Mayor

Approved as to Form ¤

February 12, 2013

¤ City Attorney



# City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item G-11

#2016-302 - Approving Award of Sanitary Sewer Collection System Mobile Flow Meters for the Wastewater Division of the Public Works Department

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

## Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: December 13, 2016

**Subject:** Approving Award of Sanitary Sewer Collection System

Mobile Flow Meters for the Wastewater Division of the

Public Works Department

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

### **Background**

The Grand Island Sanitary Sewer Collection System receives excessive amounts of storm water during rain events and snow melts. The storm water is better known as I & I, or infiltration and inflow. Excessive I & I can reduce the capacity available in the sanitary sewer system to convey sewage, resulting in sewage overflowing at sanitary sewer manholes (SSOs – sanitary sewer overflow) which can generate fines and back sewage up into homes during peak flows. Excessive I & I can also increase pumping and treatment costs, as well as the capital costs associated with installing new sanitary sewers (larger pipes, pumps and/or tanks or additional wastewater treatment facilities).

On February 9, 2016, via Resolution No. 2016-27, City Council approved the purchase of four (4) Teledyne Isco Signature sanitary sewer flow meters in the total amount of \$65067.374 from the Minnesota State bid list vendor, gpm of Blair, Nebraska. These meters have been installed permanently in their locations.

## **Discussion**

Wastewater Division staff would like to acquire three (3) mobile flow meters, which will allow for further reduction of I & I, identification of chloride amounts, and measure flows within the collection system. The mobility of these meters will enable data to be gathered as needed in various locations of the City without having to purchase a meter for each location/instance.

The Teledyne Isco Signature sanitary sewer flow meters that were purchased in February of this year have proven to be a good addition and work well in our system, therefore it is requested the same brand of meter be purchased for the mobile meters. These flow meters are manufactured in Nebraska; are considered one of the best flow meters available today; and appear on the Minnesota State bid list, which the City is a member of. The

cost for three (3) mobile flow meters is \$19,802.00, which includes software, licensing, battery holders, installation pole, mounting rings, maintenance kit, and freight. The quote is attached for further review.

There are sufficient funds for this purchase in Account No. 53030055-85213-53009.

## **Alternatives**

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

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

### Recommendation

City Administration recommends that the Council approve the purchase of three (3) mobile Teledyne Isco Signature Flow Meters from gpm of Blair, Nebraska in the total amount of \$19,802.00.

## **Sample Motion**

Move to approve the resolution.



10633 County Road 26

Blair, NE 68008

Phone: 402-571-1303

Fax: 402-502-6662

Quotation

DATE: 11-10-16

QUOTE #101116-00

Please address purchase orders to **GPM** 

**Quotation Prepared For:** 

johnr@grand-island.com

John Rundle

Maintenance Supervisor
Grand Island Waste Water Treatment
City of Grand Island
100 East First Street
Grand Island, NE 68802
P. 308-390-5480

\*Coop Pricing, January 1 2016

#### **RE: ISCO Flowmeter Items**

Item	Qty	Part Number	Description	Unit Price	Total Price
1	3	604307074	CDMA cellular modem with magnetic mount antenna for Signature® meter. Serial-Over-Internet-protocol (SOIP) technology eliminates need for computer telephone modems. Requires Verizon service. Contact the factory for details regarding Verizon service requirements.  *** These modems won't ship from the factory until they have been setup with Verizon and then tested(by ISCO) ISCO will produce a MEID number for each modem which will need to be provided to Verizon for the setup of a new cell(phone) number and IP address.	\$1,195.00	\$3,585.00
2	1	682540276	Flowlink Pro software, two total licenses. Supplied on CD-ROM. For retrieving flow, rainfall, parameter and sample data from Isco 2100 Series Modules and 2100 Field Wizard, 4100 Series Flow Loggers, 4200 Series Flow Meters, Pulsed Doppler Flow Meters, 6700 Series/Avalanche Samplers, 676 and 677 Logging Rain Gauge Systems, and 581 Rapid Transfer Device. Stores data in a Microsoft SQL or Oracle central database and generates a variety of graphs and tables from stored data. Data can also be exported in ASCII format for analysis by programs such as Microsoft Excel, HTML format for viewing in a web browser, and PDF format for viewing in Adobe Reader. Server software to support central database connections, pushed instrument data, server alarms, and web display of data. Flowlink Server operates on Windows Server 2003 and Server 2008. Enterprise database software required but not included.	\$3,085.00	\$3,085.00
3	1	682540209	Flowlink 5.1 software, two user licenses. Special pricing for Flowlink 5.0 users. *** S/N 206A01994	\$130.00	\$130.00

4	1	682540280	Flowlink Global One year Subscription for ONE database access.  *Annually Renewed	\$1,200.00	\$1,200.00
5	2	602004135	Area Velocity Sensor for 2150 Flow Module with 10 ft. (3 m) Level Measurement Range and 33 ft. (10 m) cable. Contact the factory for cable lengths up to 75 ft. (23 m)	\$1,080.00	\$2,160.00
6	2	682000001	Carrying handle with suspension strap. For 2100 System with one to four modules plus 2191 Battery Module.	\$96.00	\$192.00
7	2	602004006	2191 Battery Module. Includes 2 battery holders.	\$675.00	\$1,350.00
8	2	682000098	2103ci CDMA Cell Phone Package with 60-2004-550 magnetic mount dual band antenna. This stack-on module provides wireless communications (configuration, data retrieval, push data, text message alarms) with the 2100 Series site. Powered from the module stack. Requires customer provided Verizon account with static IP service, paid by customer.	\$2,200.00	\$4,400.00
9	1	602004507	USB Communication Cable, 10 ft. (3 m). Connects 2100 Series Module top connector to PC with USB connector.	\$245.00	\$245.00
10	2	603204012	Street Level Installation Tool Multi-section pole. Includes one 2-1/2 ft. pole section with adapter for attaching mounting ring, six 2 1/2 ft. pole sections, and instruction manual.	\$670.00	\$1,340.00
11	2	603204015	Street Level Installation Tool Mounting Ring for 8 inch diameter pipe. Includes strap.	\$230.00	\$460.00
12	2	603204016	Street Level Installation Tool Mounting Ring for 10 inch diameter pipe. Includes strap.	\$230.00	\$460.00
13	2	603204017	Street Level Installation Tool Mounting Ring for 12 inch diameter pipe. Includes strap.	\$230.00	\$460.00
14	2	603204018	Street Level Installation Tool Mounting Ring for 15 inch diameter pipe. Includes strap.	\$230.00	\$460.00
15	2	602059001	Maintenance Kit for 2100 Module. Includes five O-rings for connectors, silicon grease for O-ring lubricant, hydrophobic filter, one O-ring for desiccant cartridge, desiccant, and instructions.	\$37.00	\$74.00
				Subtotal	\$10 KN1 NN

 Subtotal
 \$19,601.00

 Freight
 \$201.00

 TOTAL
 \$19,802.00

#### **TERMS AND CONDITIONS:**

- 1. Prices Valid 30 Days
- 2. Freight estimated
- 3. Delivery 2-4 weeks

Customer Acceptance (sign below):

Accepted by:

Title:

Date:

PO#

If you have any questions about this price quote, please contact:

Justin Meader, P. 402-571-1303, justin@gpmweb.net

Thank You For Your Business!

#### RESOLUTION 2016-302

WHEREAS, the Wastewater Division of the Public Works Department for the City of Grand Island, budgeted for mobile sanitary sewer flow meters in the 2016/2017 fiscal year; and

WHEREAS, said flow meters, Teledyne Isco Signature brand, can be obtained from the Minnesota State bid list, which the City is a member of; and

WHEREAS, purchasing such flow meters from the Minnesota State bid list meets all statutory bidding requirements; and

WHEREAS, the funding for these sanitary sewer flow meters is provided in the 2016/2017 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of three (3) Teledyne Isco Signature mobile sanitary sewer flow meters in the total amount of \$19,02.00 from the Minnesota State bid list vendor, gpm of Blair, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 13, 2016
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	Jeremy L. Jensen, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form  $\begin{tabular}{ll} $\tt x$ \\ December 9, 2016 & $\tt x$ \\ \hline \end{tabular} \begin{tabular}{ll} $\tt x$ \\ \hline \end{tabular}$ 



# City of Grand Island

## Tuesday, December 13, 2016 Council Session

## Item G-12

#2016-303 - Approving Bid Award for Adams Street Paving Project No. 2016-P-2

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

## Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: December 13, 2016

**Subject:** Approving Bid Award for Adams Street Paving District

No. 1264 and Water Main Project No. 2016-W-5

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

### **Background**

On October 19, 2016 the Engineering Division of the Public Works Department advertised for bids for Adams Street Paving District No. 1264 and Water Main Project No. 2016-W-5. There were twenty (20) potential bidders for this project.

The project will consist of removal of approximately 1250' of existing Adams Street roadway north of Stolley Park Road and replacement with concrete pavement. The project consists of widening the roadway from 24' to 37' for a 3-lane section with improved drainage and elimination of the ditch section. A traffic signal at the intersection of Adams Street and Stolley Park Road will also be included in the project.

## **Discussion**

Four (4) bids were received and opened on November 17, 2016. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

Bidder	Exceptions	Base Bid
The Diamond Engineering Co. of Grand Island, NE	None	\$1,050,993.15
Paulsen, Inc. of Cozad, NE	None	\$1,095,591.35
Gehring Construction & Ready Mix Co. of Columbus, NE	None	\$1,104,719.10
Blessing Construction of Kearney, NE	None	\$1,178,883.05

There are sufficient funds in Account No. 21000001-2100-40020 to fund this project.

### **Alternatives**

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

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

## Recommendation

City Administration recommends that the Council approve awarding the contract for Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5 to The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$1,050,993.15 as the low compliant bid that meets specifications.

## **Sample Motion**

Move to approve the bid award.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

### **BID OPENING**

BID OPENING DATE: November 17, 2016 at 2:00 p.m.

FOR: Adams Street Paving Project No. 2016-P-2

**DEPARTMENT:** Public Works

**ESTIMATE:** \$1,071,000.00

FUND/ACCOUNT: 21000001-2100-422020

**PUBLICATION DATE:** October 19, 2016

NO. POTENTIAL BIDDERS: 20

#### **SUMMARY**

Bidder:	Paulsen, Inc.	Gehring Construction & Ready Mix Co.
	Cozad, NE	Columbus, NE
<b>Bid Security:</b>	The Cincinnati Ins. Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
Bid Price:		
Section A:	\$ 746,853.50	\$ 752,499.40
<b>Section B:</b>	\$ 127,255.00	\$ 120,632.17
<b>Section C:</b>	\$ 33,128.40	\$ 36,038.05
<b>Section D:</b>	\$ 53,641.45	\$ 54,217.55
<b>Section E:</b>	\$ 127,316.00	\$ 134,015.46
<b>Section F:</b>	<b>\$</b> 7,397.00	<b>\$</b> 7,316.47
<b>Grand Total:</b>	\$1,095,591.35	\$1,104,7819.10

Bidder:	Blessing Construction	Diamond Engineering Co.
Bid Security:	Kearney, NE Hudson Insurance Co.	Grand Island, NE Universal Surety Co.
<b>Exceptions:</b>	None	None
Bid Price:		
Section A:	\$ 815,367.05	\$ 712,379.05
<b>Section B:</b>	\$ 128,992.75	\$ 126,136.25
<b>Section C:</b>	\$ 38,858.00	\$ 36,925.50
<b>Section D:</b>	\$ 56,363.50	\$ 36,047.00
<b>Section E:</b>	\$ 129,564.75	\$ 124,728.35
<b>Section F:</b>	\$ 9,737.00	\$ 14,777.00
<b>Grand Total:</b>	<del>\$1,178,883.05</del>	\$1,050,993.15

cc: John Collins, Public Works Director Marlan Ferguson, City Administrator Stacy Nonhof, Purchasing Agent Catrina DeLosh, PW Admin. Assist. Renae Griffiths, Finance Director Terry Brown, Mgr. Eng. Services

P1912

#### RESOLUTION 2016-303

WHEREAS, the City of Grand Island invited sealed bids for Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on November 17, 2016 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,050,993.15; and

WHEREAS, The Diamond Engineering Co.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2016/2017 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$1,050,993.15 for Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5 is hereby approved as the lowest responsible bid.

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

Adopted by the City Council of the City of Grand Island, Nebraska, December 13, 2016.

Jeremy L. Jensen, Mayor

Attest:

 $\begin{array}{cccc} \mbox{Approved as to Form} & \mbox{$\mathbbmm$$\ $\underline{\mbox{$\mathbbmm$}$}$} \\ \mbox{December 9, 2016} & \mbox{$\mathbbmm$$$\ $\mathbbmm$$} \end{array} \begin{picture}(20,0) \put(0,0){\mbox{$\mathbbmm$}$} \put(0,0){\mb$ 

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item G-13

#2016-304 - Approving CDBG Contract #2016-4 with Downtown Business Improvement District for Small Business Rental Assistance Program

**Staff Contact: Charley Falmlen** 

## Council Agenda Memo

From: Charley Falmlen, Community Development

Meeting: December 13, 2016

**Subject:** Approving CDBG Contract #2016-4 with Downtown

Business Improvement District for Small Business Rental

**Assistance Program** 

**Presenter(s):** Charley Falmlen, Community Development

Administrator

### **Background**

In October 2015, the City of Grand Island was awarded an annual allocation of \$348,927 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2016, City Council approved the 2016-2017 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

## **Discussion**

The 2016-2018 Consolidated Plan created by the Community Development Division outlined a priority of "Cultivating Small and Emerging Businesses" partnered alongside the 2016-2018 Consolidated Plan priority of "Creating Re-Investment Opportunities in Downtown." Assessment and planning for these two priorities led to the creation of the Small Business Rental Assistance program by the Community Development Division. At this point and time, the Community Development Division has elected to have this program administered by the Downtown Business Improvement District, as the program closely aligns with the BID's goals for business development and the BID works closely with potential business owners on a regular basis

The rental assistance will be made available to qualifying businesses in Blight and Substandard Area #1, which includes the Downtown Business Improvement District, along with other adjacent business area, including 4th Street.

The Downtown BID will develop the application, review applicants, approve applicants, and disperse funds, all under the monitoring requirements of the Community Development Division.

The Downtown BID will have eighteen months to disperse the allotted funds of thirty-five thousand dollars (\$35,000.) Additional funding will not be allocated to this project until all funds from this contract have been dispersed.

### **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 approves CDBG Contract #2016-4 with Downtown Business Improvement District for Small Business Rental Assistance Program and authorizes Mayor to sign all related documents.

### **Sample Motion**

Move to approve CDBG Contract #2016-4 with Downtown Business Improvement District for Small Business Rental Assistance Program.

#### SUB-RECIPIENT AGREEMENT

## AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA AND

## Downtown Business Improvement District FOR

#### THE CITY OF GRAND ISLAND'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, entered this 14th day of December 2016, by and between City of Grand Island (herein called the "Grantee" and/or "City") and Downtown Business Improvement District (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

#### **ARTICLE 1- PROJECT**

#### **SECTION 1: SCOPE OF SERVICE**

#### A. Activities

#### 1. General Statement

The Sub-Recipient will assist Small Businesses with rent. The Sub-Recipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

#### 2. Program Delivery

Activity #1 Recruit and ensure qualification of potential Small Business Rental Assistance Program.

Awardees

Activity #2 Disperse Small Business Rental Assistance funds under approved financial guidelines.

Activity #3 Maintain proper program documentation and required monitoring of Small Business Rental Assistance awardees.

#### 3. Administration

This contract allocates no CDBG funding for Project Administration.

#### 4. Income Benefit Goals

It is anticipated that approximately five to seven (5-7) unduplicated low- to moderate-income clients will be served over the course of this DEFINE-month Agreement. One hundred percent of clients who qualify for this program must be at the 80 percent AMI level (moderate-income) limit or lower.

#### **B.** National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-Recipient certifies that the activity/activities carried out under this Agreement will meet the national objective of special economic development activity.

City of Grand Island, Nebraska Sub-Recipient Agreement Page 1 of 12

#### C. Goals and Performance Measures

The Sub-Recipient agrees to provide the following levels of program services:

Activity <u>Total Units/Year</u>

Units of service shall be considered: Small businesses receiving assistance.

#### D. Performance Monitoring

The Grantee will monitor the performance of the Sub-Recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

#### **SECTION 2: PROJECT DESCRIPTION**

Type of Project: Special Economic Development Activity

Project Location: 310 N. Walnut Street, Grand Island, Nebraska 68801

Service Area: Blight & Substandard Area #1

Matrix Code: 2014-4

Basic Eligibility Citation: 24 CFR 570.203

Amount Funded: \$35,000

#### **SECTION 3: TERM OF AGREEMENT**

The term of this Agreement is 12/14/2016 through 6/14/2018. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Sub-Recipient remains in control of CDBG funds or other CDBG assets, including program income.

Additionally, the Sub-Recipient must comply with a "Continuing Use" requirement, which assures that capital investments will provide long-term, continuous benefits to low- and moderate-income persons or areas. Any projects or capital improvement cost paid with more than \$20,000 and up to \$50,000 in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five (5) years at the project site. For projects exceeding \$50,000 and up to \$100,000 in CDBG funds, the minimum continuing use is ten (10) years. Projects that exceed \$100,000 to \$150,000 in CDBG funds must be held in the same use for at least fifteen (15) years. Projects that are over \$150,000 to \$200,000 in CDBG funds must be held in the same use for twenty (20) years. Projects that have \$200,000 or more in CDBG funds must continue to serve the low- to moderate-income population for a minimum of twenty-five (25) years.

### **SECTION 4: PROGRAM REPORTING**

The Sub-Recipient shall submit such reports as required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to, the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Sub-Recipient through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

#### **ARTICLE 2- FINANCIAL MANAGEMENT**

#### **SECTION 1: PAYMENTS AND BUDGET**

#### A. General Statement

The City shall reimburse the Sub-Recipient its allowable costs for the services identified in this Agreement not to exceed thirty-five thousand dollars and zero cents (\$35,000.00) upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Sub-Recipient's application and budget and approved by the City unless any or all such costs are disallowed by the State of Nebraska or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Sub-Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

#### B. Payments

Reimbursement request must be mailed to: City of Grand Island, Community Development Division, PO Box 1968, Grand Island, Nebraska, 68802 or emailed to charleyf@grand-island.com. Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made directly to Sub-Recipient only.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

#### C. Budget

<u>Line Item</u>	Amount:
Small Business Rental Assistance Program	\$35,000
TOTAL	\$35,000

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

#### D. Closeout

City of Grand Island, Nebraska Sub-Recipient Agreement Page 3 of 12

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Sub-Recipient, the City shall make or arrange for payments to the Sub-Recipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Sub-Recipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Sub-Recipient have been resolved to the satisfaction of the City.

The Sub-Recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG funds, including program income.

#### SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Sub-Recipient as they relate to the Agreement and the activities and services described herein. The Sub-Recipient acknowledges the financial oversight requirements of the Sub-Recipient Manual.

#### **SECTION 3: REIMBURSEMENT**

The City shall reimburse the Sub-Recipient only for actual incurred costs upon presentation of properly executed reimbursement forms as required by the City in the Sub-Recipient Manual. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

#### **ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS**

#### **SECTION 1: NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or other electronic means, such as email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee
City of Grand Island, Community Development
PO Box 1968
Grand Island, Nebraska 68802
308-389-0288
charleyf@grand-island.com

Sub-Recipient
Downtown Business Improvement District
310 N. Walnut Street
Grand Island, Nebraska 68801
308-398-7022
director@arriverailside.com

#### **SECTION 2: GENERAL CONDITIONS**

#### A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Sub-

City of Grand Island, Nebraska Sub-Recipient Agreement Page 4 of 12

Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-Recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Sub-Recipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570:
- 24 CFR Parts 84 and 85:
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits
  of Institutions of Higher Education and Other Non-Profit Institutions":
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seg.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982 401
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.

#### B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Sub-Recipient. The Sub-Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-Recipient is an independent contractor.

City of Grand Island, Nebraska Sub-Recipient Agreement Page 5 of 12

#### C. Hold Harmless

To the extent permitted by law, the Sub-Recipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

#### D. Workers' Compensation

The Sub-Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### E. Insurance & Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Sub-Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the City by the Sub-Recipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the City prior to commencement of this Agreement. No other form of certificate shall be used.

The Sub-Recipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Sub-Recipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the City may immediately terminate this contract.

#### F. Licensing

The Sub-Recipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Sub-Recipient license related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

#### G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-Recipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

#### H. Failure to Perform

In the event of a failure by the Sub-Recipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of

City of Grand Island, Nebraska Sub-Recipient Agreement Page 6 of 12

the Agreement, or prohibit the Sub-Recipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

#### I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Sub-Recipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Sub-Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the City.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Sub-Recipient ineligible for further participation in the CDBG program.

#### **SECTION 2: MONITORING**

The Sub-Recipient acknowledges the Administrative and Monitoring requirements of the Sub-Recipient Manual, including but not limited to file retention and documentation of low-moderate income levels.

#### **SECTION 3: SPECIAL CONDITIONS**

#### A. Civil Rights

#### 1. General Compliance

The Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Sub-Recipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by

City of Grand Island, Nebraska Sub-Recipient Agreement Page 7 of 12

Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

- Additionally, the Sub-Recipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:
  - A. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
  - B. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
  - C. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
  - D. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
  - E. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
  - F. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Sub-Recipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Sub-Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### 5. Architectural Barriers Act/Americans with Disabilities Act

The Sub-Recipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility

City of Grand Island, Nebraska Sub-Recipient Agreement Page 8 of 12

Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

#### B. Affirmative Action

#### 1. Approved Plan

The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

#### 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### 3. Access to Records

The Sub-Recipient shall furnish and cause each of its own Sub-Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Notifications

The Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Sub-Recipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### 6. Subcontract Provisions

City of Grand Island, Nebraska Sub-Recipient Agreement Page 9 of 12

The Sub-Recipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-Recipients or subcontractors.

#### 7. "Section 3" Clause

#### A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors. Failure to fulfill these requirements shall subject the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Sub-Recipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

#### 8. Grantee Recognition

The Sub-Recipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

City of Grand Island, Nebraska Sub-Recipient Agreement Page 10 of 12

#### SECTION 4: SUB-RECIPIENT MANUAL RECEIPT CERTIFICATION

The Sub-Recipient certifies that it has received the City of Grand Island's Sub-Recipient Manual in either print or electronic format from the Grantee. The Sub-Recipient further certifies and agrees that it is the Sub-Recipient's obligation as a part of this Agreement to read and understand the Manual.

#### **SECTION 5: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **SECTION 6: SUCCESSORS**

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

#### **SECTION 7: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Sub-Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-Recipient with respect to this Agreement.

#### **SECTION 8: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Grantee: City of Grand Island, Nebraska

Date \_\_\_\_\_\_\_ By\_\_\_\_\_
Jeremy L. Jensen, Mayor, City of Grand Island

Attest:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Downtown Business Improvement District

Date \_\_\_\_\_\_ By\_\_\_\_\_
Christie DePoorter, Executive Director

By\_\_\_\_\_ Tom Ziller, Board President

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent

City of Grand Island, Nebraska Sub-Recipient Agreement

Date \_\_\_\_\_

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#### RESOLUTION 2016-304

WHEREAS, the City of Grand Island, Nebraska was awarded a \$348,927 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2016-2017 Annual Action Plan; and

WHEREAS, Habitat for Humanity is eligible to make use of the CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization to identified in the 2016-2017 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with Habitat for Humanity and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Ado	pted	by the	e City	Council	of the	City of	'Grand	Island,	Nebrask	ka, Decem	iber 13	, 201	16.
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	Jeremy L. Jensen, Mayor	
Attest:		
RaNae Edwards, City Clerk		



# City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item G-14

**#2016-305 - Approving CDBG Contract #2016-6 with Grand Island Habitat for Humanity for Lot Acquisition Support** 

**Staff Contact: Charley Falmlen** 

## **Council Agenda Memo**

From: Charley Falmlen, Community Development

Meeting: December 13, 2016

**Subject:** Approving CDBG Contract #2016-6 with Grand Island

Habitat for Lot Acquisition Support

**Presenter(s):** Charley Falmlen, Community Development

Administrator

### **Background**

In October 2015, the City of Grand Island was awarded an annual allocation of \$348,927 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2016, City Council approved the 2016-2017 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

## **Discussion**

Grand Island Habitat for Humanity has been diligently working to acquire lots to be used as part of their program's goal of creating affordable housing for low to moderate income persons. The real estate conditions in Grand Island have led to struggles, specifically in lot acquisition. It is difficult to find an affordable lot. Additionally, even when an affordable lot is found, much work needs to be done to prepare the lot. This work includes clearing of debris, demolition of dilapidated structures on the property and site preparation for a new home.

For these reasons, the City of Grand Island has allocated thirty thousand dollars and no cents (\$30,000) from the Community Development Block Grant program to assist Habitat for Humanity in lot acquisition. This support will help Habitat acquire lots, which they would otherwise have to pass on because of price. As the housing market in Grand Island stabilizes in the next few years, and lots and homes are in a less urgent demand, it is expected that some of the lot shortages will stabilize and become more affordable.

Habitat for Humanity will have twelve months to expend the allotted funds.

### **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 approves CDBG Contract #2106-6 with Habitat for Humanity for lot acquisition support and authorizes Mayor to sign all related documents.

## **Sample Motion**

Move to approve CDBG Contract #2106-6 with Habitat for Humanity for lot acquisition support.

#### SUB-RECIPIENT AGREEMENT

# AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA AND Grand Island Habitet for Humanity

## Grand Island Habitat for Humanity FOR

## THE CITY OF GRAND ISLAND'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, entered this 14<sup>th</sup> day of December 2016, by and between City of Grand Island (herein called the "Grantee" and/or "City") and Grand Island Habitat for Humanity (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

#### **ARTICLE 1- PROJECT**

#### **SECTION 1: SCOPE OF SERVICE**

#### A. Activities

#### 1. General Statement

The Sub-Recipient will acquire lots to develop into affordable housing for low-moderate income persons and families. The Sub-Recipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

#### 2. Program Delivery

Activity #1 Purchasing lots with or without existing structures.

Activity #2 Redevelopment lot if required.

Activity #3 Create housing on developed lots for income qualifying persons.

#### 3. Administration

This contract allocates no CDBG funding for Project Administration.

#### 4. Income Benefit Goals

It is anticipated that approximately two (2) unduplicated low- to moderate-income clients will be served over the course of this 12-month Agreement. One hundred percent of clients who qualify for this program must be at the 80 percent AMI level (moderate-income) limit or lower.

#### **B.** National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-Recipient certifies that the activity/activities carried out under this Agreement will meet the national objective of acquisition of real property.

City of Grand Island, Nebraska Sub-Recipient Agreement Page 1 of 12

#### C. Goals and Performance Measures

The Sub-Recipient agrees to provide the following levels of program services:

 Activity
 Total Units/Year

 Activity #1
 N/A

 Activity #2
 N/A

 Activity #3
 2

Units of service shall be considered: Lot acquisition converted to a single family home.

#### D. Performance Monitoring

The Grantee will monitor the performance of the Sub-Recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

#### **E. Special Performance Conditions**

Grand Island Habitat for Humanity agrees to the Special Condition of abiding by their Limited English Proficiency Plan as approved by Habitat for Humanity Board of Directors on December 1, 2016. Diligent implementation of the Limited English Proficiency Plan is a requirement of this contract and receipt of CDBG funds.

#### **SECTION 2: PROJECT DESCRIPTION**

Type of Project: Acquisition of Real Property

Project Location: To Be Determined on a Property by Property Basis

Service Area: 68801 and 68803 zip codes

Matrix Code: 2016-6

Basic Eligibility Citation: 24 CFR 570.201(a): Acquisition

Amount Funded: \$30,000

#### **SECTION 3: TERM OF AGREEMENT**

The term of this Agreement is 12/14/2016 through 12/14/2017. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Sub-Recipient remains in control of CDBG funds or other CDBG assets, including program income.

Additionally, the Sub-Recipient must comply with a "Continuing Use" requirement, which assures that capital investments will provide long-term, continuous benefits to low- and moderate-income persons or areas. Any projects or capital improvement cost paid with more than \$20,000 and up to \$50,000 in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five (5) years at the project site. For projects exceeding \$50,000 and up to \$100,000 in CDBG funds, the minimum continuing use is ten (10) years. Projects that exceed \$100,000 to \$150,000 in CDBG funds must be held in the same use for at least fifteen (15) years. Projects that are over \$150,000 to \$200,000 in CDBG funds must be held in the same use for twenty (20) years. Projects that have \$200,000 or more in CDBG funds must continue to serve the low- to moderate-income population for a minimum of twenty-five (25) years.

City of Grand Island, Nebraska Sub-Recipient Agreement Page 2 of 12

#### **SECTION 4: PROGRAM REPORTING**

The Sub-Recipient shall submit such reports as required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to, the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Sub-Recipient through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

#### **ARTICLE 2- FINANCIAL MANAGEMENT**

#### **SECTION 1: PAYMENTS AND BUDGET**

#### A. General Statement

The City shall reimburse the Sub-Recipient its allowable costs for the services identified in this Agreement not to exceed thirty-thousand dollars and zero cents (\$30,000.00) upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Sub-Recipient's application and budget and approved by the City unless any or all such costs are disallowed by the State of Nebraska or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Sub-Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

#### B. Payments

Reimbursement request must be mailed to: City of Grand Island, Community Development Division, PO Box 1968, Grand Island, Nebraska, 68802 or emailed to charleyf@grand-island.com. Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to Grand Island Habitat for Humanity

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

C. Budget

Line ItemAmount:Lot Acquisition\$30,000TOTAL\$30,000

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

City of Grand Island, Nebraska Sub-Recipient Agreement Page 3 of 12

#### D. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Sub-Recipient, the City shall make or arrange for payments to the Sub-Recipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Sub-Recipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Sub-Recipient have been resolved to the satisfaction of the City.

The Sub-Recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG funds, including program income.

#### SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Sub-Recipient as they relate to the Agreement and the activities and services described herein. The Sub-Recipient acknowledges the financial oversight requirements of the Sub-Recipient Manual.

#### **SECTION 3: REIMBURSEMENT**

The City shall reimburse the Sub-Recipient only for actual incurred costs upon presentation of properly executed reimbursement forms as required by the City in the Sub-Recipient Manual. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

#### ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

#### **SECTION 1: NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or other electronic means, such as email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee City of Grand Island, Community Development PO Box 1968 Grand Island, Nebraska 68802 308-389-0288

charleyf@grand-island.com da

**SECTION 2: GENERAL CONDITIONS** 

A. General Compliance

Sub-Recipient Grand Island Habitat for Humanity 502 W. 2<sup>nd</sup> Street Grand Island, Nebraska 68801 308-385-5510 dana@gihabitat.org

City of Grand Island, Nebraska Sub-Recipient Agreement Page 4 of 12

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Sub-Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-Recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Sub-Recipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits
  of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act:
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968:
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended:
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401:
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seg.);
- Flood Disaster Protection Act of 1973.

#### B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Sub-Recipient. The Sub-Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment

City of Grand Island, Nebraska Sub-Recipient Agreement Page 5 of 12

Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-Recipient is an independent contractor.

#### C. Hold Harmless

To the extent permitted by law, the Sub-Recipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

#### D. Workers' Compensation

The Sub-Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### E. Insurance & Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Sub-Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the City by the Sub-Recipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the City prior to commencement of this Agreement. No other form of certificate shall be used.

The Sub-Recipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Sub-Recipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the City may immediately terminate this contract.

#### F. Licensing

The Sub-Recipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Sub-Recipient license related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

#### G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-Recipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

#### H. Failure to Perform

City of Grand Island, Nebraska Sub-Recipient Agreement Page 6 of 12

In the event of a failure by the Sub-Recipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Sub-Recipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

#### I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Sub-Recipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Sub-Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the City.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Sub-Recipient ineligible for further participation in the CDBG program.

#### **SECTION 3: MONITORING**

The Sub-Recipient acknowledges the Administrative and Monitoring requirements of the Sub-Recipient Manual, including but not limited to file retention and documentation of low-moderate income levels.

#### **SECTION 4: SPECIAL CONDITIONS**

#### A. Civil Rights

#### 1. General Compliance

The Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

City of Grand Island, Nebraska Sub-Recipient Agreement Page 7 of 12

#### 2. Nondiscrimination

The Sub-Recipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

- Additionally, the Sub-Recipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:
  - A. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
  - B. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
  - C. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
  - D. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
  - E. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
  - F. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Sub-Recipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Sub-Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### 5. Architectural Barriers Act/Americans with Disabilities Act

The Sub-Recipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995

City of Grand Island, Nebraska Sub-Recipient Agreement Page 8 of 12

and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

#### B. Affirmative Action

#### 1. Approved Plan

The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

#### 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### 3. Access to Records

The Sub-Recipient shall furnish and cause each of its own Sub-Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Notifications

The Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Sub-Recipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### 6. Subcontract Provisions

City of Grand Island, Nebraska Sub-Recipient Agreement Page 9 of 12

The Sub-Recipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-Recipients or subcontractors.

#### 7. "Section 3" Clause

#### A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors. Failure to fulfill these requirements shall subject the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Sub-Recipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

#### 8. Grantee Recognition

The Sub-Recipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

City of Grand Island, Nebraska Sub-Recipient Agreement Page 10 of 12

#### SECTION 5: SUB-RECIPIENT MANUAL RECEIPT CERTIFICATION

The Sub-Recipient certifies that it has received the City of Grand Island's Sub-Recipient Manual in either print or electronic format from the Grantee. The Sub-Recipient further certifies and agrees that it is the Sub-Recipient's obligation as a part of this Agreement to read and understand the Manual.

#### **SECTION 6: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **SECTION 7: SUCCESSORS**

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

#### **SECTION 8: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Sub-Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-Recipient with respect to this Agreement.

#### **SECTION 9: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Stacy R. Nonhof, Assistant City Attorney

Grantee: City of Grand Island, Nebraska

By
Jeremy L. Jensen, Mayor, City of Grand Island

Attest:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Grand Island Habitat for Humanity

Dana Jelinek, Executive Director

Julie Markvicka, Board President

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent

Date \_\_\_\_\_

#### RESOLUTION 2016-305

WHEREAS, the City of Grand Island, Nebraska was awarded a \$348,927 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2016-2017 Annual Action Plan; and

WHEREAS, Habitat for Humanity is eligible to make use of the CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization to identified in the 2016-2017 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with Habitat for Humanity and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Ado	pted by	y the C	City (	Council	of the	City	of G	rand	Island,	Nebraska.	December	13.	, 2016.

	Jeremy L. Jensen, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form  $\begin{tabular}{ll} $\tt x$ \\ December 9, 2016 & $\tt x$ \\ \hline \end{tabular} \begin{tabular}{ll} \begin{tabular}{ll} \begin{tabular}{ll} \begin{tabular}{ll} \begin{tabular}{ll} \begin{tabular}{ll} \begin{tabular}{ll} \begin{ta$ 



## City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item G-15

#2016-306 - Approving Bid Award for the Furnishing and Installation of a New Restroom/Concession Building for the Veteran's Athletic Soccer Field

Staff Contact: Todd McCoy, Parks & Recreation Director

## Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: December 13, 2016

**Subject:** Bid Award to Construct a New Restroom/Concessions

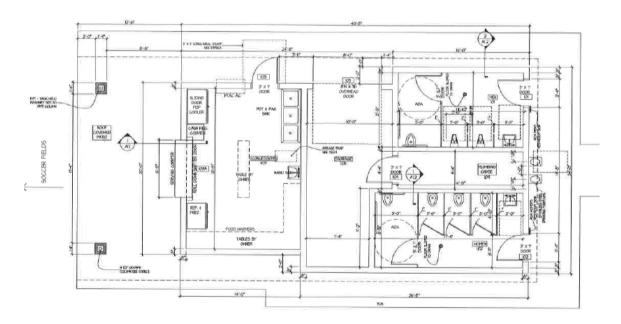
Facility at the Veteran's Soccer Fields

**Presenter(s):** Todd McCoy, Parks and Recreation Director

### **Background**

The Veterans Athletic Field Complex was built in 2010 and consists of twelve acres of soccer and four large softball/baseball fields. These fields see extraordinary use by the community for youth and adult softball, baseball, and soccer league play.

As soccer programs have continued to grow the need for additional facilities to serve players, coaches, and families have also increased. The Parks and Recreation Department is recommending the construction of a new bathroom/concession building near the soccer fields.



### **Discussion**

On December 1, 2016 the Parks and Recreation Department received bids to build a new restroom/concession building at the Veteran's Soccer Fields. Bids were received from two contractors.

Mid Plains Construction Co. of Grand Island, Nebraska \$239,750.00 ICMS, Inc. of Grand Island, Nebraska \$259,900.00

Staff recommends the low bid from Mid Plains Construction. The project will be funded by Food and Beverage Occupation Tax Revenue.

## **Alternatives**

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

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

### Recommendation

City Administration recommends that the City Council award the bid to construct a new restroom/concession facility at Veterans Complex to Mid Plains Construction Co. of Grand Island, Nebraska.

## **Sample Motion**

Move to award the bid to construct a new restroom/concession facility at Veterans Complex to Mid Plains Construction Co. for a total of \$239,750.00.

## Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

**BID OPENING** 

BID OPENING DATE: December 1, 2016 at 2:00 p.m.

FOR: Restroom/Concession Building at Veteran's Athletic Soccer Field

**DEPARTMENT:** Parks & Recreation

**ESTIMATE:** \$230,000.00

FUND/ACCOUNT: 21100003-2000-30008

PUBLICATION DATE: October 30, 2016

NO. POTENTIAL BIDDERS: 5

**SUMMARY** 

Bidder: Mid Plains Construction Co. ICMS, Inc.

Grand Island, NE Grand Island, NE

Bid Security: Universal Surety Co. Consumer Choice Assurance, LTD

**Exceptions:** None None

Bid Price: \$239,750.00 \$259,900.00

cc: Todd McCoy, Parks & Recreation Director

Marlan Ferguson, City Administrator Stacy Nonhof, Purchasing Agent Patti Buettner, Parks Admin. Assist. Renae Griffiths, Finance Director

P1917

#### RESOLUTION 2016-306

WHEREAS, the City of Grand Island invited sealed bids for the Furnishing and Installation of a New Restroom/Concession Building at the Veteran's Athletic Soccer Field, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on December 1, 2016, two (2) bids were received, opened and reviewed; and

WHEREAS, Mid Plains Construction Company from Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$239,750.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Mid Plains Construction Company from Grand Island, Nebraska in the amount of \$239,750.00 for the Furnishing and Installation of a New Restroom/Concession Building at the Veteran's Athletic Soccer Field is hereby approved as the lowest responsible bid.

- - -

Adopted by the City	Council of the City	of Grand Island N	lehraska December	13 2016
Auonica ny me Chy	Council of the City	OF CHAIRCESTAIRCEN	CDIASKA DECEMBEI	1) 4010

	Jeremy L. Jensen, Mayor	
Attest:		
RaNae Edwards, City Clerk		



## City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item H-1

Consideration of Forwarding Blighted and Substandard Area #20 (Pat O'Neill - O'Neill Wood Resources) to the Hall County Regional Planning Commission

**Staff Contact: Chad Nabity** 

## Council Agenda Memo

From: Chad Nabity, AICP

Meeting: December 13, 2016

**Subject:** Proposed Blighted and Substandard Area #20

**Presenter(s):** Chad Nabity, Director Grand Island CRA

## **Background**

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Pat O'Neill by Marvin Planning Consultants. This study is for approximately 285 acres of property at the Cornhusker Army Ammunition Plant (CHAAP) west of Grand Island located north of Old Potash Highway and west of 70<sup>th</sup> Road owned by Mr. O'Neill and the Grand Island Area Economic Development Corporation. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Mr. O'Neill has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. Mr. O'Neill has an existing business (O'Neill Transportation and Equipment) on the site would proceed with further development of the property if the area can be declared blighted and substandard. The decision on whether to declare an area blighted and substandard is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission, the Council cannot declare the area substandard and blighted. Planning Commission will meet on January 4 and would have a recommendation ready following that meeting.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing. Should this be approved, you can anticipate that Mr. O'Neill will submit an application for TIF to assist with the costs associated with fully developing this property.

## **Discussion**

The action item tonight relates to the Study for proposed CRA Area No. 20 west of Grand Island at the Cornhusker Army Ammunition Plant as shown below. The study was prepared for 285 acres, of all of which are located in a formerly used defense site.

Study Area Figure 1 Study Area Map



Source: Marvin Planning Consultants 2016

Jerry Janulewicz City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutes which provide for the creation of a redevelopment area or redevelopment project within a redevelopment area require the following procedure:

- A request is made to the city council to declare an area to be substandard and blighted and in need of development for purposes of enabling the creation of a redevelopment area or a redevelopment project within a redevelopment area.
- The city council submits the question of whether an area is substandard and blighted to
  the planning commission for its review and recommendation prior to making its
  declaration that an area is substandard and blighted.
- The planning commission must submit its written recommendations within thirty days after receipt of the request.
- Upon receipt of the recommendations from the planning commission or after thirty days if no recommendation is received, the city council may make its findings and declaration with respect to the property within an area.
- Unless the city council of the city in which such area is located has, by resolution adopted after a public hearing with notice, declared such area to be a substandard and blighted area in need of redevelopment, the Community Redevelopment Agency cannot prepare a redevelopment plan for a redevelopment project area.
- Following a declaration that an area is substandard and blighted, the Community Redevelopment Agency is authorized to prepare or cause to be prepared and recommend redevelopment plans to the governing body of the city and to undertake and carry out redevelopment projects within its area of operation and may enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the authority may deem necessary to prevent a recurrence of substandard and blighted areas or to effectuate the purposes of the Community Development Law, and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. Within the area of operation of the Community Redevelopment Authority, the authority may exercise its statutory powers with respect to the redevelopment project.

Neb. Rev. Stat. §§ 18-2107; 18-2109.

As stated in Fitzke v. City of Hastings, 582 N.W.2d 301 (Neb. 1998):

A CRA is not authorized to prepare a redevelopment plan for a redevelopment project area unless the governing body of the city first enacts a resolution declaring such area to be "a substandard or blighted area in need of redevelopment." § 18–2109. After such a declaration has been made and a redevelopment plan has been prepared and approved, a CRA is authorized to enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the [CRA] may deem necessary to prevent a recurrence of substandard or blighted areas ... and to provide grants, loans, or other means of

financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan.§ 18–2107(4). The CRA may utilize tax increment financing to pay for redevelopment projects undertaken pursuant to the CDL. § 18–2124.

"Under this statutory scheme, a private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment." Fitzke, id, citing Monarch Chemical Works, Inc. v. City of Omaha, 203 Neb. 33, 277 N.W.2d 423 (1979). The legislative intent underlying the Community Development Law is the elimination of blighted and substandard areas and to prevent the reoccurrence of blight through a cooperative effort of the public and private sectors, not to aid private developers. Fitzke, id.

At this point, Council is only making a decision about whether to forward the study to the Planning Commission for their recommendation or not. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

### **Blighted Area of the Community**

This area is located outside the City Limits at CHAAP and as such any declaration as blighted and substandard is exempt from the 35% limit imposed by statute.

NRSS §18-2103 (11) Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;

The declaration of Area 20 would not impact the City's ability to declare other areas substandard and blighted.

### **Alternatives**

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

- 1. Move to forward the Study to the Planning Commission for their recommendation.
- 2. Move to not forward the Study to the Planning Commission for their recommendation
- 3. Refer the issue to a Committee
- 4. Postpone the issue to future date
- 5. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council move to forward the Study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

## **Sample Motion**

Move to forward the Study to the Planning Commission for their review and recommendation.

## O'NEILL TRANSPORTATION & EQUIPMENT

Renae Edwards City Clerk 100 East First Street Grand Island, NE 68801

RE: Blight and Substandard Study

Dear Mrs. Edwards:

Please consider this letter a formal request for the City Council to consider a blight and substandard study at their next available meeting.

I have attached a copy of the blight study and all of these documents are available in electronic format by request.

Please feel free to contact me with any questions.

Respectfully:

Patrick O'Neill - President

PO Box 2202 Grand Island, NE 68802 P 308-384-1690 F 308-381-1697 pat@oneillwr.com

### PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the O'Neill Wood Resources in order to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

Blight and Substandard are defined as the following:

"Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which

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endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

Furthermore, Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes:

## Redevelopment project with properly outside corporate limits; formerly used defense site; agreement with county authorized.

- (1) Notwithstanding any other provisions of the Community Development Law to the contrary, a city may undertake a redevelopment project that includes real property located outside the corporate limits of such city if the following requirements have been met:
  - (a) The real property located outside the corporate limits of the city is a formerly used defense site;
  - (b) The formerly used defense site is located within the same county as the city approving such redevelopment project;
  - (c) The formerly used defense site is located within a sanitary and improvement district;
  - (d) The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future; and
  - (e) The redevelopment project has been consented to by any city exercising extraterritorial jurisdiction over the formerly used defense site.
- (2) For purposes of this section, formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.
- (3) The inclusion of a formerly used defense site in any redevelopment project under this section shall not result in:
  - (a) Any change in the service area of any electric utility or natural gas utility unless such change has been agreed to by the electric utility or natural gas utility serving the formerly used defense site at the time of approval of such redevelopment project; or
  - (b) Any change in the service area of any communications company as defined in section 77-2734.04 unless (i) such change has been agreed to by the communications company serving the formerly used defense site at the time of approval of such redevelopment project or (ii) such change occurs pursuant to sections 86-135 to 86-138.
- (4) A city approving a redevelopment project under this section and the county in which the formerly used defense site is located may enter into an agreement pursuant to the Interlocal Cooperation Act in which the county agrees to reimburse such city for any services the city provides to the formerly used defense site after approval of the redevelopment project.

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this

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process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing
  uses and conditions of the property within the area), and
- A list of the conditions present which qualify the area as blighted and substandard.

#### BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area includes several industrial uses, commercial uses and a limited number of residential uses within the corporate limits of Grand Island.

Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

#### Study Area Figure 1 Study Area Map



Source: Marvin Planning Consultants 2016

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The Study consists of area described as follows: The Point of Beginning is the intersection of West Old Potash Road and North 70<sup>th</sup> Road (Alda Road); thence, northeasterly along the centerline of North 70<sup>th</sup> Road to the intersection with the centerline of West 13<sup>th</sup> Street (County Road 33); thence westerly along the centerline of West 13<sup>th</sup> Street (County Road 33) to the extended west property line of a parcel described as Center Township PT E 1/2N of RR 18-11-10 231.28 AC; thence southerly along said west property line to the intersection with the centerline of West Old Potash Road; thence easterly to the POB. Total acres are 285.26 acres.

#### **EXISTING LAND USES**

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce a number of impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

#### Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

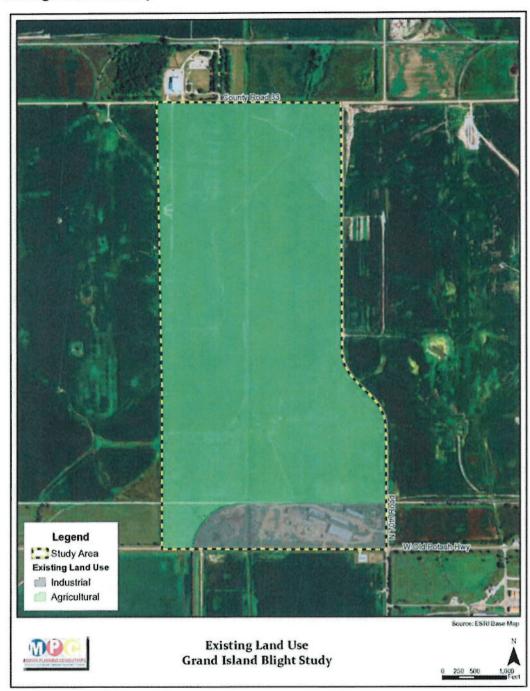
TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2016

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0.00	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0.00	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	27.53	100.0%	9.7%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0.00	0.0%	0.0%
Total Developed Land	27.53	100.0%	
Vacant/Agriculture	257.53		90.3%
Total Area	285.26		100.0%

Source: 2016 Grand Island Blight Study Area 20, Marvin Planning Consultants

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area. As discussed previously, the Study Area is industrial (9.7%) and land considered vacant accounts for only 90.3% of the total area.

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants, 2016

### FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

#### FORMER DEFENSE SITE

Based upon Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes, this study area is deemed to be Blighted and Substandard. The area meets all of the criteria identified in the §18-2123.01:

 The real property located outside the corporate limits of the city is a formerly used defense site;

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- 2. The formerly used defense site is located within the same county as the city approving such redevelopment project:
- 3. The formerly used defense site is located within a sanitary and improvement district;
- 4. The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future.
- Formerly used defense site means real property that was formerly owned by, leased to, or
  otherwise possessed by the United States and under the jurisdiction of the United States
  Secretary of Defense. Formerly used defense site does not include missile silos.

Based upon the site meeting the criteria found in §18-2123.01, this area meets the criteria for declaring it Blighted and Substandard.

#### OTHER CONTRIBUTING FACTORS

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

Figure 3 Unit Age Map



Source: Marvin Planning Consultants, 2016

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#### Age of Structure

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 10 primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 9 (90.0%) units were determined to be 40 years of age or older
- 1 (10.0%) units were determined to be less than 40 years of age

The age of the structures would be a direct contributing factor.

#### Structural Conditions

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Fair, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 ( 0.0%) structures rated as very good
- 0 ( 0.0%) structures rated as good
- 0 ( 0.0%) structure rated as fair
- 1 (10.0%) structures rated as average
- 9 (90.0%) structure rated as badly worn



Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common for older structures to get more maintenance and upkeep in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.0% of the structures in this study area are average condition or worse.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

### **Deterioration of Site or Other Improvements**

#### **Drainage Conditions**

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

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Figure 4
Structural Conditions



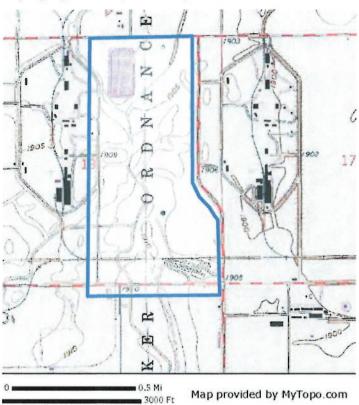
Source: Marvin Planning Consultants, 2016

The field survey examined the entire area for potential drainage problems.

Figure 5 is an existing topographic map from MyTopo.com showing the study area. The map confirms the flatness of the area throughout the entire study area falls along a contour of 1905 with occasional higher points. This contour covers the better portion of a mile-long section north to south.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

Figure 5
Topographic Map of Study Area



Source: MyTopo.com (topographic map) and Marvin Planning Consultants

#### **County Road Conditions**

The study area has county roads on three sides of the properties. Old Potash Road is a paved road along the south edge of the area and is in average condition and is beginning to show some deterioration in places. The other two sides, 13th Street and Alda Road are graveled and appear to have above average traffic and are showing signs of wear. These roads are in need of continued maintenance now and in the future.

The existing road conditions are a contributing factor to the deterioration of site or other improvement within the area.

#### Stormwater management

The study area, is surrounded by rural section roads which includes drainage ditches. The ditches along with the lack of slope in the area, creates a negative impact on stormwater management for the area. This is typically true throughout the entire Hall County area.

The stormwater management system is a contributing factor to the deterioration of site or other improvement within the area.

#### Internal Infrastructure

The on-site area surrounding O'Neill Wood Resources is made up primarily of dirt and gravel. The area has numerous potholes and water holes. These are areas that may cause damages to vehicles. In addition, these areas are good places for standing water to collect and mosquitoes to collect.



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The internal infrastructure is a contributing factor to the deterioration of site or other improvement within the area.

#### Old Cornhusker Army Ammunition Plant Infrastructure and Contamination

Within the study area there are several pieces of the old base infrastructure still underground and above ground. Currently, there is an old water tower and well house on the O'Neill property and an old well house near 13th Street. In addition, there are old sanitary sewer lines still buried within the same area.

Figure 6
County Road Conditions



Source: Marvin Planning Consultants, 2016

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Besides the water tower and well houses, there are older wood and asbestos covered water pipes connecting the old water system throughout the site, see Figure 7. These lines are currently in place as shown. At present, there is water still supplied through these lines to the O'Neill Wood Resources property (strictly for fire protection). Any type of development within this study will likely require the complete or partial removal of these asbestos pipes during demolition and construction, thus exposing the asbestos hazard if not controlled properly.

The existing sanitary sewer lines within the study area are constructed of similar materials. Similar to the water lines, these lines will likely need to be disturbed during any future development/redevelopment of the property, thus exposing the asbestos hazard if not controlled properly.

In addition to the aging and potentially hazardous infrastructure, the entire Cornhusker Army Ammunition Plant site is considered a potential hazardous area with regard to ground water contamination from RDX used during the manufacturing of explosives on the old site. The actual contamination plume is under the northern portion of the study area, see Figure 9. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The internal infrastructure, as well as, the former Cornhusker Army Ammunition Plant contamination plume are contributing factors to the deterioration of site or other improvement within the area.

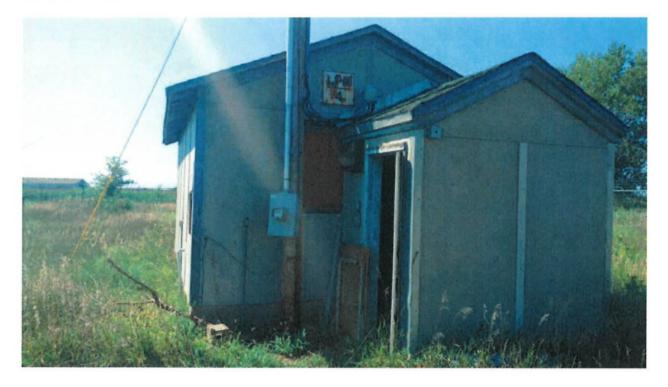
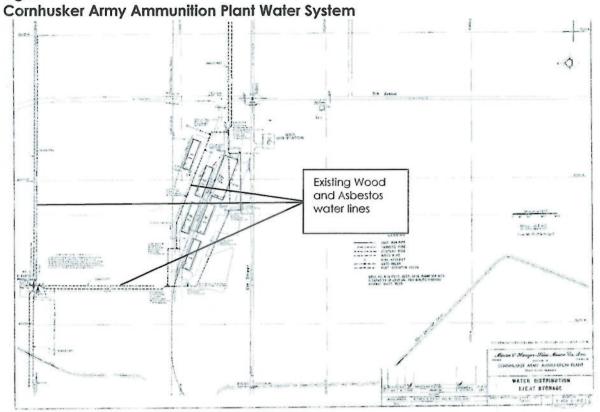
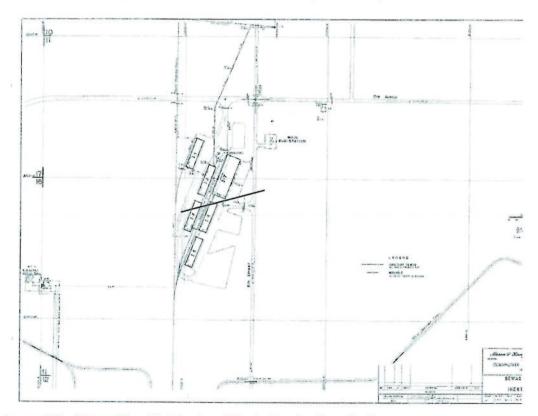


Figure 7



Source: City of Grand Island (Lot lines) and Marvin Planning Consultants

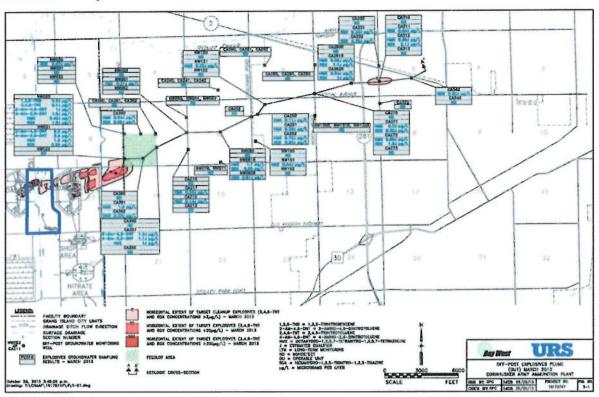
Figure 8 Cornhusker Army Ammunition Plant Sanitary Sewer System



Source: City of Grand Island (Lot lines) and Marvin Planning Consultants

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Figure 9
Cornhusker Army Ammunition Plant Contamination Plume



Source: City of Grand Island (Lot lines) and Marvin Planning Consultants

#### Insanitary or Unsafe Conditions

There are a number of factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

#### **Drainage Conditions**

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

Figure 5 shows the existing topographic map from MyTopo.com showing the study area. The map confirms the flatness of the area throughout the entire study area falls along a contour of 1905 with occasional higher points. This contour covers the better portion of a mile-long section north to south.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

The drainage conditions are a contributing factor to the Insanitary and Unsafe Conditions within the area.

#### Stormwater management

The study area, is surrounded by rural section roads which includes drainage ditches. The ditches along with the lack of slope in the area, creates a negative impact on stormwater management for the area. This is typically true throughout the entire Hall County area.

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The stormwater management system is a contributing factor to the Insanitary and Unsafe Conditions within the area.

#### Internal Infrastructure

The on-site area surrounding O'Neill Wood Resources is made up primarily of dirt and gravel. The area has numerous potholes and water holes. These are areas that may cause damages to vehicles. In addition, these areas are good places for standing water to collect and mosquitoes to collect.

The internal infrastructure is a contributing factor to the Insanitary and Unsafe Conditions within the area.

#### Old Cornhusker Army Ammunition Plant Infrastructure and Contamination

Within the study area there are several pieces of the old base infrastructure still underground and above ground. Currently, there is an old water tower and well house on the O'Neill property and an old well house near 13<sup>th</sup> Street. In addition, there are old sanitary sewer lines still buried within the same area.

Besides the water tower and well houses, there are older wood and asbestos covered water pipes connecting the old water system throughout the site, see Figure 7. These lines are currently in place as shown. At present, there is water still supplied through these lines to the O'Neill Wood Resources property (strictly for fire protection). Any type of development within this study will likely require the complete or partial removal of these asbestos pipes during demolition and construction, thus exposing the asbestos hazard if not controlled properly.

The existing sanitary sewer lines within the study area are constructed of similar materials. Similar to the water lines, these lines will likely need to be disturbed during any future development/redevelopment of the property, thus exposing the asbestos hazard if not controlled properly.

In addition to the aging and potentially hazardous infrastructure, the entire Cornhusker Army Ammunition Plant site is considered a potential hazardous area with regard to ground water contamination from RDX used during the manufacturing of explosives on the old site. The actual contamination plume is under the northern portion of the study area, see Figure 9. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The internal infrastructure, as well as, the former Cornhusker Army Ammunition Plant contamination plume are a contributing factor to the Insanitary and Unsafe Conditions within the area.

#### Existence of Conditions endangering life or property due to fire or other causes

As mentioned earlier, the entire Cornhusker Army Ammunition Plant site is considered a hazardous area with regard to ground water contamination. The actual contamination plume is under the northern portion of the study area, see Figure 9. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The groundwater is contaminated with RDX, a dangerous carcinogen, which was used in the manufacture of explosive devices during the life of the ammunition plant and is extremely unsafe to humans and other animals. Figure 9 indicates there two of three highest levels of contamination present in the study area. This chemical is directly linked to several medical problems and conditions.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

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#### Combination of factors which are impairing and/or arresting sound growth

Within this study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

 The contamination plume is a major condition factor arresting sound growth in the Grand Island area.

Based upon the review of the area, there is one sufficient element present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

### Stable or decreasing population based on the last two decennial censuses

Over the past 20 years the population within the study area has been stable or decreasing. The population within the Study Area has had limited population for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

#### **Diversity of Ownership**

Within this small study area, there are three different property owners including O'Neill Wood Resources, ARS Nebraska LLC, and CAIP LLC. Coordination of any redevelopment of this area may require specific intervention that a Blight and Substandard designation offers.

#### **Blighting Summary**

These conditions are contributing to the blighted conditions of the study area.

#### Qualifies under the Former Defense Site statute

- The real property located outside the corporate limits of the city is a formerly used defense site;
- The formerly used defense site is located within the same county as the city approving such redevelopment project;
- o The formerly used defense site is located within a sanitary and improvement district;
- o The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future.
- Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense, Formerly used defense site does not include missile silos.

#### Average age of structures is over 40 years of age

 Within the Study Area 100.0% of the structures meet the criteria of 40 years of age or older.

#### Substantial number of deteriorating structures

 Within the study are 90.0% of the structures were deemed to be in a deteriorated state or worse. While the other 10% are considered to be in an average condition.

#### Deterioration of site or other improvements

- o Drainage of existing site is difficult based upon the existing topography.
- o County Road conditions.
- Stormwater management.
- Internal Infrastructure.
- o Old Cornhusker Army Ammunition Plant infrastructure and Contamination.

#### Insanitary or Unsafe Conditions

- o Drainage of existing site is difficult based upon the existing topography.
- Stormwater management.
- Internal Infrastructure.
- Old Cornhusker Army Ammunition Plant infrastructure and Contamination.

#### Dangerous conditions to life or property due to fire or other causes

o Old Cornhusker Army Ammunition Plant Contamination.

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## Combination of factors which are impairing and/or arresting sound growth

o Old Cornhusker Army Ammunition Plant infrastructure and Contamination.

#### Stable or decreasing population based on the last two decennial censuses

 The population of the Study Area has remained stable over the past two decennial censuses.

#### Diversity of Ownership

o There are currently three different owners listed for the property within the Study Area.

#### The other criteria for Blight were not present in the area, these included:

- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Defective/Inadequate street layouts
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

### **Substandard Conditions**

#### FORMER DEFENSE SITE

Based upon Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes, this study area is deemed to be Blighted and Substandard. The area meets all of the criteria identified in the §18-2123.01:

- 1. The real property located outside the corporate limits of the city is a formerly used defense site:
- 2. The formerly used defense site is located within the same county as the city approving such redevelopment project;
- 3. The formerly used defense site is located within a sanitary and improvement district;
- 4. The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future.
- 5. Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

## Average age of the residential or commercial units in the area is at least 40 years

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 10 structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 9 (90.0%) units were determined to be more than 40 years of age
- 1(10.0%) units were determined to be less than 40 years of age

There is a predominance of units 40 years of age or older.

### **Substandard Summary**

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in Grand Island meets the defintion of Substandard as defined in the Revised Nebraska State Statutes.

## FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #21

Blight Study Area #21 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- Former Defense Site
- Average age of structures is over 40 years of age
- Substantial number of deteriorated or deteriorating structures
- Deterioration of site or other improvements
- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes
- Combination of factors which are impairing and/or arresting sound growth
- Stable or decreasing population based on the last two decennial censuses
- Diversity of Ownership

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#### **Substandard Conditions**

- Former Defense Site
- Average age of the structures in the area is at least forty years

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## City of Grand Island

Tuesday, December 13, 2016 Council Session

## Item I-1

**#2016-307 - Consideration of Transferring Funds from the General** Fund to the Golf Course Fund

**Staff Contact: Jerry Janulewicz, Renae Griffiths** 

## Council Agenda Memo

**From:** Renae Griffiths, Finance Director

**Meeting Date:** December 13, 2016

**Subject:** Consideration of transferring funds from general fund to

the golf course fund

**Presenter(s):** Renae Griffiths, Finance Director

## **Background**

The golf course fund at 9-30-16 had negative cash balance of \$58,000 and the negative cash balance has increased in October and November '16 due to being the winter months and little cash flow in

## **Discussion**

With it being the winter months, the cash flow for this fund is expected to be negative for the next several months. In order to have cash for payment of bills, a transfer of funds from general fund to the golf course fund is being proposed. Based on prior year cash activity, it's estimated the fund could have negative cash balance of almost \$200,000 before the summer months.

## **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 Council approve the resolution authorizing the transfer of \$200,000 from general fund to golf course fund to cover the budgeted expenses of the golf course fund.

## **Sample Motion**

Move to approve resolution 2016-307.

#### R E S O L U T I O N 2016-307

WHEREAS, City's fiscal year 2016-2017 budget included budgeted income and expenses for the City's Golf Course Enterprise Fund; and

WHEREAS, receipts received to date from operation of City's golf course have not been sufficient to meet budgeted expenditures and, based upon historic seasonal trends, such insufficiency is expected to continue throughout the winter season; and

WHEREAS, there currently exist within City's General Fund sufficient surplus monies to permit a transfer of monies from the General Fund to the Golf Course Enterprise Fund for payment of budgeted expenses of the Golf Course Enterprise Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, City's Finance Director should be and is hereby authorized and directed to transfer \$200,000.00 from City's General Fund and credit the same to City's Golf Course Enterprise Fund for payment of budgeted expenses of the Golf Course Enterprise Fund.

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Adopted by	the City	Council of the City	v of Grand Island	, Nebraska.	on December 13.	, 2016.
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Attest:	Jeremy L. Jensen, Mayor	
RaNae Edwards, City Clerk		



## City of Grand Island

## Tuesday, December 13, 2016 Council Session

## Item J-1

# Approving Payment of Claims for the Period of November 23, 2016 through December 13, 2016

The Claims for the period of November 23, 2016 through December 13, 2016 for a total amount of \$5,831,012.06. A MOTION is in order.

**Staff Contact: Renae Griffiths**